

MONKEYLUNG
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

The undersigned provide to MonkeyLung.com (“Owner”) this agreement of nondisclosure and acknowledgment of confidentiality of information as of the date hereunder with respect to the following:

1. The undersigned will be provided with certain confidential and proprietary information of Owner with regard to certain assets and the business of Owner. The undersigned will be provided both orally and in writing with financial and other proprietary information of Owner.
2. The undersigned acknowledges that all of the above information is confidential and proprietary information of Owner and agrees that all said confidential and proprietary information will be held by the undersigned in strict confidence and disclosed to no one except the authorized representatives of the undersigned whose identity will be provided in writing to Owner and will not be used to the detriment of Owner. The undersigned agrees that they shall take all measures necessary to assure the protection of said information in accordance with this agreement. The undersigned shall obtain from each authorized recipient of the aforementioned information written acknowledgment of the obligations herein, evidencing said recipient’s agreement to be bound by the terms herein.
3. The undersigned agrees that they shall return to Owner all financial information, documents or other written data received by it during the above investigation including electronic or other reproductions or analyses derived from said information. Said data and other information shall be returned within sixty (60) days of the date of this agreement unless Owner by written agreement shall extend said date. No copies of any such information shall be retained, and all electronic or other reproductions or copies shall be returned to Owner.
4. The undersigned acknowledges that all information to be received by it is strictly confidential and that, in addition to other legal remedies, Owner may enforce its rights under this agreement by injunctive as well as other legal relief, without the necessity of posting bond.
5. The undersigned hereby submit to the jurisdiction of the Superior Court of California, for the County of Monterey, California.
6. If Owner is required to institute legal action to enforce said party’s rights under this agreement or to have the meaning of any of its terms and provisions declared and determined by legal process, Owner shall be entitled to recover reasonable attorneys’ fees and costs in addition to all other recoverable costs and damages.
7. The undersigned agrees that it nor anyone on its behalf shall make any inspection of the properties or assets of Owner or contact any employee, vendor, franchisee or representative (other than the signator) of the Owner without first obtaining written permission of Owner.
8. This agreement and the provision of information pursuant to its terms shall not obligate Owner with respect to any transaction involving Owner’s ownership interest or the assets and/or business referenced above. Owner shall have the right to terminate all obligations under this agreement upon written notice to the undersigned.

Dated: _____

MONKEYLUNG

Address for Purpose of Notice:

By: _____

E Cross McDowell, Manager

Print Name: _____
