

Backup Restored

A Service provided by Muka Development Group
303 West Main Street, 3rd Floor
Freehold, NJ 07728
Tel: 732-866-8686; Fax: 732-866-8654

Confidentiality Agreement:

BackupRestored acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to *BackupRestored* in order for *BackupRestored* to perform his/her duties under this Agreement. *BackupRestored* acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, *BackupRestored* will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic or electronically recorded materials furnished by Client for *BackupRestored* to use
- any written or tangible information stamped "confidential," "proprietary" or with a similar legend or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, pricing information, and
- information belonging to customers and suppliers of Client about whom *BackupRestored* gained knowledge as a result of *BackupRestored*'s services to Client.
- other: Accounting data

BackupRestored shall not be restricted in using any material which is publicly available, already in *BackupRestored*'s possession or known to *BackupRestored* without restriction, or which is rightfully obtained by *BackupRestored* from sources other than Client.

Upon termination of *BackupRestored*'s services to Client, or at Client's request, *BackupRestored* shall deliver to Client all materials in *BackupRestored*'s possession relating to Client's business. *BackupRestored* acknowledges that any breach or threatened breach of this agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.