

NON DISCLOSURE AGREEMENT

By signing up for a job at Textingfactory.com, you enter an agreement with:

WEBTECH INTERACTIVE MEDIA LTD, a private company with limited liability organized under the laws of Samoa, and its office address at LA SALANENE COMPLEX, GROUND FLOOR, VAEA STREET, SALEUFI, APIA, SAMOA, filed at the Samoan Chamber of Commerce & Industry under number 84136 ("**Webtech**")

as a freelancer ("**Freelancer**").

Together also referred to as: "**Party**" and/or "**Parties**",

WHEREAS:

- Freelancer and Webtech are cooperating in several business activities, and Freelancer provides several commercial services to Webtech;
- Parties want to ensure that business information of Webtech will not be shared with any third parties and/or the public unless Webtech has given its prior written consent for this disclosure of information.

DECLARE TO AGREE THAT:

In connection with the services, Webtech (the "**Provider**") shall provide Confidential Information (as defined below) to Freelancer (the "**Receiver**"). In this context, Parties agree as follows.

- (1) "**Confidential Information**" comprises (i) the existence and the content of this agreement and the existence and the content of the meetings or other communication between the Provider and the Receiver about the commercial services, and (ii) any and all information of any nature whatsoever that is made available to the Receiver or to Affiliated Persons (as defined below) within the framework of the commercial services regardless of the fact whether this takes place orally or in writing, on a disk or electronically, or on the basis of visits to business premises and each and every manner that this kind of information can be stored or saved. References in this agreement to "**Associated Persons**" are references to a company, person or entity that, either directly or indirectly, independently or in association with others, controls that company or is controlled by the same. References to "**Affiliated Persons**" in this agreement are references to a company, its Associated Persons, directors, employees, financial and other professional advisors, agents, bankers and consultants of that company at any time when this agreement is in full force and effect.
- (2) Confidential Information does not comprise information that (i) for any reason whatsoever has been or is made public, other than through a failure of the Receiver

or a Related Person of the same to comply with the obligations on account of this agreement, or that (ii) is provided to the Receiver by a person other than the Provider or their advisors on condition that the relevant person is not prohibited from disclosing this information in pursuance of a contractual or other obligation vis-à-vis the Provider or another party, or that (iii) was obtained or developed independently by the Receiver without failing to comply with its obligations on account of this agreement.

- (3) The Receiver shall (i) abide by strictest confidentiality with regard to the Confidential Information, (ii) see to it that the Confidential Information is protected diligently, (iii) the Confidential Information is not used for any purpose other than in connection with the commercial services, (iv) not disclose or discuss the Confidential Information to or with any person other than Affiliated Persons of the same and such exclusively to the extent that this is required for the Transaction.
- (4) The Receiver shall fully inform each and every person to whom Confidential Information is made available of the obligations of the Receiver pursuant to this agreement and the Receiver shall accomplish that these persons are held to comply with said obligations as if they were a party to this agreement. The Receiver is not allowed to disclose Confidential Information to persons other than Affiliated Persons of the same, barring in those instances where prior written consent has been obtained from the Provider.
- (5) If the Receiver is held to disclose Confidential Information in pursuance of any legislation or regulations, rules of a supervisory authority or stock exchange, or an order of a judicial, administrative or regulatory authority then the Receiver must (to the extent legally permitted) (i) inform the Provider of the complete circumstances of the disclosure and the information to be disclosed, (ii) enter into discussions with the Provider about the possible measures to prevent or limit the disclosure and take such measures as within reason desired by the same, (iii) obtain security from the entity that desires disclosure in terms of the confidentiality, (iv) make its best effort not to disclose the identity of the Provider, and (v) agree on the formulation of the disclosure in advance with the Provider, if the disclosure takes place in the form of a public statement.
- (6) If the Receiver is legally not permitted to inform the Provider in advance before Confidential Information is disclosed pursuant to section 5 of this agreement, then the Receiver shall (to the extent legally permitted) inform the Provider forthwith after the disclosure of all circumstances with regard to the disclosure and the disclosed information.
- (7) On demand of the Provider the Receiver shall (i) return all original and copied documents with Confidential Information to the Provider or destroy the same (other than analyses, studies, summaries and other material derived from the Confidential Information), (ii) destroy all original and copied documents with analyses, studies, summaries and other material derived from the Confidential Information, and (iii) permanently delete all Confidential Information (where possible) from any and all

computers, disks, or other equipment on which Confidential Information has been stored.

- (8) The provisions set forth in this agreement remain in full force for an indefinite period of time.
- (9) In the event that the Receiver breaches any of its obligations under this agreement it shall immediately, without any further action or formality being required, become liable to the Provider for an immediately due and payable penalty of USD 30.000,- (thirty thousand US Dollar) for each such breach with a maximum of USD 120.000,- (one hundred twenty thousand US Dollar) and for a periodic penalty payment of USD 2.000,- (two thousand US Dollar) for each day such breach continues, without Provider having to prove any loss or damage, and without prejudice to the right of Provider to claim damages in addition if there are grounds for doing so.
- (10) This agreement can only be changed in writing by mutual consent.
- (11) Should a provision of this agreement be invalid or unenforceable then this shall not affect the validity or enforceability of any other provision of this agreement. This kind of invalid or unenforceable provision shall be replaced or deemed to have been replaced by a provision that is deemed to be valid and enforceable and of which the interpretation best approaches the scope of the invalid or unenforceable provision.
- (12) This agreement is governed by the laws of the United States and any disputes in connection with this agreement shall be brought to the cognizance of the competent court in New York City, New York State.