

Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into by Cambria Solutions, Inc. ("Cambria"), and _____ (the "Recipient").

Recitals

- A. Cambria and the Recipient may engage in discussions regarding a potential employment or partnership opportunity ("Potential Opportunity"); and
- B. In connection with such Potential Opportunity, Cambria may provide the Recipient with certain information concerning Cambria, its affiliates, subsidiaries, officers, directors, shareholders and controlling persons, as well as certain information relating to its business, prospects and customers.

Agreement

It is understood and agreed to that Cambria may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
5. This Agreement shall remain in effect for a period of one year from the date hereof.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed in, and to be performed entirely within, that state, without regard to principles of conflicts of laws therein.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Agreed as of _____, _____ by:

Cambria Solution, Inc.

Name: _____

Title: _____

Name: _____

Title: [Applicant]