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## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is executed effective April 2, 2010 between \_\_\_\_\_ (client) and Steven J. Smulewitz (consultant) as consideration for the establishment and/or continuation of their relationship and sharing of Confidential Material.

The parties agree as follows:

1. Length of Agreement. This Agreement begins (Date) and remains in effect at all times during any consulting, partnering, or other business relationship between the parties.
2. Representation and Warranties. Consultant represents and warrants that his relationship with Client will not cause or require him to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity.
3. Confidentiality. Consultant hereby acknowledges that Client has made, or may make, available to Consultant confidential information regarding the client’s personal investments, finances, assets or property held either individually or in corporations for the benefit of Client. Consultant acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Client to maintain her secrecy and confidentiality. Consultant shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material shared by the Client with the Consultant available to any other persons or entities without the permission of the Client. . Consultant shall not make any duplication or other copy of Confidential Material without authorization. Consultant shall not remove Confidential Material or proprietary property or documents without authorization. Immediately upon request from Client, the Consultant shall return to Client all Confidential Material or proprietary property or documents.
4. Proprietary Information. For the purpose of this Agreement, “Proprietary Information” shall include, but not be limited to, any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of Client.

All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Consultant during the term of the relationship with the Client shall be the sole and exclusive property of Client for any purpose or use whatsoever. The covenants set forth in the preceding sentence shall apply regardless of whether any Propriety Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or

otherwise, (c) at the request and upon the suggestion of Client or otherwise, (d) with Client's materials, tools, instruments, or (e) on Client's premises or otherwise.

Nothing contained in this Agreement shall be construed to preclude Client from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Client under this Agreement. Consultant shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Client under this Agreement.

5. Continuing Effects. Consultant's obligations regarding confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Consultant's spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.
6. Prior Understandings. This Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.
7. Jurisdiction and Venue. This Agreement is to be construed pursuant to Laws of the State of California. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of California, County of Marin.
8. Receipt of Copy. Consultant and Client hereby acknowledge that both parties have received a signed copy of this Agreement executed in duplicate with original signatures of both parties.

BY: Steven J. Smulewitz

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date