



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of August 1, 2000, between Your Way Web of Interactive Concepts, of Austin, Texas, United States and _____, of

_____, _____.

In this Agreement, the party who owns the Confidential Information will be referred to as ("YWW"), and the party to whom the Confidential Information will be disclosed will be referred to as ("Prospect").

YWW is engaged in Your Way Web is a "think tank" of software engineers, database gurus, creative directors, copywriters, art directors, and Web developers. Whether you're just getting started on the Internet with a company Web site or you're planning to revise your current site, Your Way Web can design, host and update your site. Your Way Web's goal is to first solve its clients' business problems and then find or develop the best technology available to implement an effective solution. Your Way Web also can create solutions that run in any environment proprietary such as Microsoft or Open Source including Linux and BSD UNIX. Prospect is engaged in

Prospect has represented that Prospect will protect the confidential material and information which may be disclosed between YWW and Prospect. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to YWW, whether or not owned or developed by YWW, which is not generally known other than by YWW, and which Prospect may obtain through any direct or indirect contact with YWW.

a. Confidential Information includes without limitation:

- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- inventions

- product design information
- pricing structure
- discounts
- costs
- computer programs and listings
- source code and/or object code
- copyrights and other intellectual pro

b. Confidential Information does not include:

matters of public knowledge that result from disclosure by YWW

- information rightfully received by Prospect from a third party without a duty of confidentiality
 - information independently developed by Prospect
 - information disclosed by operation of law
 - information disclosed by Prospect with the prior written consent of YWW
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Prospect understands and acknowledges that the Confidential Information has been developed or obtained by YWW by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of YWW which provides YWW with a significant competitive advantage. Therefore, Prospect agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of YWW.

No Copying. Prospect will not copy or modify any Confidential Information without the prior written consent of YWW.

Application to Employees. Further, Prospect shall not disclose any Confidential Information to any employees of Prospect, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a nondisclosure agreement substantially the same as this Agreement at the request of YWW.

Unauthorized Disclosure of Information. If it appears that Prospect has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, YWW shall be entitled to an injunction to restrain Prospect from disclosing, in whole or in part, the Confidential Information. YWW shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of YWW, Prospect shall return to YWW all written materials containing the Confidential Information. Prospect shall also deliver to YWW written statements signed by Prospect certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to

purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

V. *NO WARRANTY*. Prospect acknowledges and agrees that the Confidential Information is provided on an AS IS basis. YWW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL YWW BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. YWW does not represent or warrant that any product or business plans disclosed to Prospect will be marketed or carried out as disclosed, or at all. Any actions taken by Prospect in response to the disclosure of the Confidential Information shall be solely at the risk of Prospect.

VI. *LIMITED LICENSE TO USE*. Prospect shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Prospect acknowledges that, as between YWW and Prospect, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of YWW, even if suggestions, comments, and/or ideas made by Prospect are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. *GENERAL PROVISIONS*. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Texas. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party.

Your Way Web of Interactive Concepts

By: _____

Your Way Web of Interactive Concepts

By: _____
