



8920 Eves Rd. Unit 767701
Roswell, GA, 30076-0120

Confidentiality & Non-disclosure Agreement

This Agreement is made on the date indicated below, and between **Creative Arts International**, recognized as C.A.I. or 'The Company' henceforth, located at 8920 Eves Rd. Unit 767701, 30076-0120, and _____, located in _____. In order to prevent the unauthorized disclosure of Confidential Information, as defined below:

- 1. The Purpose.** The Company and The Recipient wish to explore a potential business relationship in connection with which the Company may disclose its Confidential Information to the Recipient ("Relationship").
- 2. Definition of Confidential Information.** Confidential Information means any information disclosed by the Company and/or those individuals or organizations working in collaboration with the Company, whether written, electronic, oral, or by video, that relates or refers directly or indirectly, to The Company secrets, trade, ideas, plans, strategies, website, including The Company itself. Confidential Information also includes information; (i) From the time of received retainer and beyond, this start time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, Confidential information does not include: (ii) information that is approved by the Company, in writing, for release.
- 3. Nondisclosure of Confidential Information.** The Recipient agrees not to use any Confidential Information disclosed to it by the Company for its own use of for any purpose other than to carry out discussions concerning the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of the Company to parties outside the Relationship or to employees of the Recipient other than employees or agents under the appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company to include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature.
- 4. Return of Materials.** Any materials or documents that have been furnished by the Company to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (10) days after (I) the Relationship has been terminated or (ii) the written request of the Company.
- 5. Copyright Infringement.** Nothing in this agreement is intended to grant any rights or licenses to the Recipient with regard to any and all of The Company's copyright.
- 6. Term.** The foregoing commitments of each party shall survive any termination of the relationship between the parties for a period of three years after the application of Section 4 above.
- 7. Guarantees.** This agreement guarantees and suggests that the undersigned will be granted recognition of contribution as preferred as an involved participant of the 'support team / have Toseima's back', as it pertains to the development, evaluation, and successful progression of The Company.
- 8. Miscellaneous.** This agreement shall be binding upon and for the benefits of the parties, and their successors and assigns, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof and if any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. This Agreement is the complete understanding of the parties and any amendment must be in a writing signed by the parties. This agreement shall be governed by and enforced in accordance with the laws of the State of Georgia. The Recipient agrees that any violation or threatened violation will cause irreparable injury, both financial and strategic, to the Company and in addition to any and all remedies that may be available, in law, equity, or otherwise, the Company shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages. Executed by Recipient this ____ day of _____ 202_.

Signature: _____ **Print Name:** _____

Print Title and/or Occupation: _____