

## CONFIDENTIALITY AGREEMENT FOR iInsureBid.com LP.

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This Confidentiality Agreement (“Agreement”) is entered between \_\_\_\_\_ (Investor) and iInsureBid.com, LP. This Agreement shall be effective February 15, 2018 as the first day of investor’s relationship with iInsureBid.com, LP.

In consideration of investor’s potential partnership with iInsureBid.com, LP and understanding that certain information, facilities, know-how and/or business contacts may be made available to investor as a result of and in the course of its potential consulting/partnership relationship, investor agrees and acknowledge as follows:

### 1. CONFIDENTIALITY.

For purposes of this Agreement, “Confidential Information” includes all information and data related to trade secrets, confidential and proprietary business information of iInsureBid.com, LP, its parents, subsidiaries, affiliates, customers and suppliers, and any other information of iInsureBid.com, LP including customer lists and lists of potential customers, sources of supply, processes, plans, materials, pricing information, financial information, internal memorandum, marketing plans, internal policies, and products and services which may be developed from time to time by iInsureBid.com, LP and its agents or Associates.

iInsureBid.com, LP understands that information that is in the public domain (other than as a result of a breach of this Agreement by investor or his/her agent), approved for release in writing by iInsureBid.com, LP or lawfully obtained from third parties who are not bound by a confidentiality agreement with investor is not Confidential Information.

Investor acknowledges that Confidential Information has been and will be developed at substantial cost and effort to iInsureBid.com, LP and promises that it will receive, develop and hold Confidential Information in strict confidence and will not use or disclose Confidential Information, or make copies of any documents containing Confidential Information, except in furtherance of the business of iInsureBid.com, LP, unless iInsureBid.com, LP provides its prior written consent.

Investor further agrees that he will use all reasonable efforts to safeguard Confidential Information and to protect it from disclosure, misuse, loss or theft.

### 2. MAINTENANCE OF RECORDS AND RETURN OF PROPERTY.

Investor will keep such records as iInsureBid.com, LP may direct, and all such records, notebooks, notes, drawings or reports, stored electronically or otherwise, kept by investor or obtained by investor, relating to the subject of this Agreement, are and will remain the exclusive property of and be available to iInsureBid.com, LP at all times.

At the termination of the agreement, investor will promptly return to iInsureBid.com, LP any confidential information, drawings, research materials, documents or other material belonging to iInsureBid.com, LP, which is in his possession or control.

**3. PRIOR AGREEMENTS.**

- a) Investor represents that his performance of the terms of this Agreement and his duties as a potential investor for iInsureBid.com, LP will not breach any agreement with any former employer or other party.
- b) Investor represents that he will not bring to iInsureBid.com, LP or use in the performance of his duties for iInsureBid.com, LP any documents or materials of a former employer or consulting relationship that are not generally available to the public or have not been legally transferred to investor.

**4. ENFORCEMENT AND EFFECT OF BREACH.**

Investor acknowledges that iInsureBid.com, LP would be irreparably damaged in the event he breaches or threatens to breach this Agreement, and money damages would be an inadequate remedy for such breach. In the event investor breaches or threatens to breach this Agreement, he acknowledges that iInsureBid.com, LP or its successors or assigns may, in addition to other rights and remedies existing in its or their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violation of this Agreement.

**5. APPLICABLE LAW.**

This Agreement will be governed and interpreted in accordance with the laws of the State of Texas.

**6. SEVERABILITY.**

In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced or revised to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

**7. AT-WILL PARTNERSHIP.**

Investor understands that its relationship with iInsureBid.com, LP will be at-will and that this Agreement does not obligate iInsureBid.com, LP to employ or have relationship with investor for any stated period of time beyond the period stated in this agreement.

\_\_\_\_\_(Investor)

Brian Blackwell, Managing Partner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2018

DATE

\_\_\_\_\_  
DATE