

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on \_\_\_\_\_, \_\_\_\_\_ between HomeBoy Marketing & Design, Inc. ("HomeBoy") and \_\_\_\_\_ ("Company") (collectively "Parties") with regards to the following facts.

- A. Company is desirous of manufacturing certain goods and performing services for certain customers of HomeBoy.
- B. HomeBoy wishes to hire Company for the manufacture of certain goods and performance of certain services to be sold to HomeBoy' clients.
- C. HomeBoy at all times will retain its clients as its own and Company is willing to produce goods and perform services for HomeBoy without having any contact with HomeBoy' clients and on the terms contained in this Agreement.

The Parties Agree as follows:

- 1. Company agrees on behalf of itself, its affiliates and any other related party not to directly or indirectly approach, solicit or accept work from any client of HomeBoy, for whom Company has produced goods or performed services by virtue of its association with HomeBoy during the term of this Agreement.
- 2. Company agrees that the customers of HomeBoy introduced to Company by HomeBoy shall for the term of this Agreement remain the exclusive property of HomeBoy. Company agrees not attempt to solicit directly or indirectly any of the customers introduced by HomeBoy during the term of this Agreement.
- 3. The term of this Agreement shall expire two years from the date of this Agreement, unless otherwise extended in writing by the Parties.
- 4. This Agreement shall be governed in accordance with the laws of the State of California. In the event of a dispute between the Parties arising under this Agreement, the prevailing party shall be entitled to an award of attorney's fees in addition to any lost profits, other damages, costs or relief that the court may award.
- 5. Any notices to be sent shall be sent in writing to HomeBoy at 2010 Main St., Suite 205, San Marcos, CA 92069 or to Company at \_\_\_\_\_.  
If the Parties move, they shall promptly provide each other with a notice of change of address. Any notice shall be sent to the attention of the President.
- 6. This Agreement can only be modified by a writing signed by the Parties.
- 7. This Agreement is intended by the Parties to be the complete expression of their agreement and understanding. This Agreement may only be amended by a writing signed by the Parties. No oral agreement, waiver or other understanding with respect to this Agreement will be valid or enforceable.

Dated: HomeBoy Marketing & Design, Inc.

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President