



HOME BOUND SERVICES CA

PO Box 15231 - Fresno, CA 93702

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on _____ (the "Effective Date") by and between **Home Bound Services CA.**, with offices located at PO Box 15231 Fresno CA 93702, and _____, located at _____, (each of whom shall be hereinafter referred to as the "Disclosing Party" or the "Receiving Party", as appropriate). The Disclosing Party and the Receiving Party sometimes are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

The Disclosing Party may disclose valuable proprietary information to the Receiving Party relating to its respective operation and businesses technology, products, customers, competitors, sales, Intellectual Property, business and marketing strategy for the purpose of considering, evaluating and pursuing a mutually beneficial business and service relationship including, without limitation, the procurement of potential business and commercial opportunities between the Parties and entering into and negotiation for a final agreement related thereto (the "Project"). In addition, other persons and entities, such as controlled affiliates of the Disclosing Party may disclose valuable proprietary information to the Receiving Party with respect to the Project.

AGREEMENT

The Parties agree that the following terms and conditions will govern the disclosure or transfer by the Disclosing Party to the Receiving Party of Confidential Information described below. This Agreement shall become effective upon the date of execution by the Parties (the "Effective Date").

1. Confidential Information and Materials. As used in this Agreement, "Confidential Information" shall mean information not generally known to the public, and maintained by the Disclosing Party as confidential, whether of a technical, business or other nature that relates to the Project stated above or that, although not related to such Project, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means.

2. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party's Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall take all steps necessary to safeguard and protect such Confidential Information from unauthorized access, use or disclosure by or to others, including but not limited to, maintaining appropriate security measures and providing access on an as-needed basis only. The Parties will treat Confidential Information using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. The Receiving Party shall not use Confidential Information for any purpose other than with respect to the Project.

3. Exceptions. The provisions of Section 2 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third Party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or (v) is identified by the Disclosing Party as no longer proprietary or confidential.



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4. Receiving Party Personnel. The Receiving Party shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors, consultants, advisors and entities controlled by it (collectively, "Personnel") who have a need to know Confidential Information in connection with the Project. The Receiving Party's Personnel shall have access only to the Confidential Information they need for such purposes. The Receiving Party shall ensure that its Personnel are bound by confidentiality obligations substantially similar to those contained herein and that such Personnel comply with this Agreement.

5. Disclosures to Governmental Entities. If, in the opinion of its counsel, the Receiving Party becomes legally obligated to disclose Confidential Information, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

6. Ownership of Confidential Information. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information.

7. No Warranty or Obligation to Proceed. The Disclosing Party gives no warranties of any kind with respect to the accuracy, appropriateness or completeness of Confidential Information. The Receiving Party accepts the Confidential Information in "As-Is" condition. The Parties agree that, unless and until a definitive written agreement with respect to any transaction relating to disclosures under this Agreement is completed, neither Party shall be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any of their respective directors, officers, employees, agents, representatives or advisors thereof, except, in the case of this Agreement, for the matters specifically agreed to herein.

8. Return of Confidential Information. The Receiving Party promptly shall return or destroy upon request, and verify in writing the completeness of the Confidential Information returned or the destruction of, all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the earlier of (i) the completion or termination of the dealings between the Disclosing Party and the Receiving Party, and (ii) the Disclosing Party's written request. Upon request by the Disclosing Party, the Receiving Party shall provide a written certificate of such destruction signed by an officer of the Receiving Party. The confidentiality obligations set forth in Section 2 above shall survive any such return or destruction of Confidential Information.

9. Export Control. The Receiving Party acknowledges that the Confidential Information governed by this Agreement is subject to U.S. export laws and regulations and that any use or transfer of the Confidential Information or products incorporating the Confidential Information must be authorized under those laws and regulations. The Receiving Party agrees that it shall not use, distribute, transfer or transmit directly or indirectly the Confidential Information or any immediate product (including processes and services) produced directly by the use of such Confidential Information, except in compliance with U.S. export laws and regulations.



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10. Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Nothing herein shall restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein.

11. Remedies. The Receiving Party agrees to indemnify the Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement. The Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach as may be deemed proper by a court of competent jurisdiction. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

12. Limited Relationship. This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

13. Cumulative Obligations. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.

14. Assignment. This Agreement may not be assigned in whole or in part by any Party without the prior written consent of the other Party except that either Party may assign this Agreement without consent to any operating subsidiary or controlled affiliate of the assigning Party. Any such assignment without the other Party's prior written consent shall be void.

15. Scope; Termination. This Agreement shall become effective as of the date first written above and shall automatically terminate at the end of one (1) year thereafter or upon the completion or termination of the Parties' evaluation or pursuit of the Project, whichever is later. Notwithstanding such expiration or termination, all of Receiving Party's nondisclosure obligations pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

16. Nonwaiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

17. Publicity. Neither Party shall use the name of the other party in any advertising or publicity material or make any form of representation or statement which would constitute an express or implied endorsement of any commercial product or service, and that it shall not authorize others to do so, without first having obtained written permission from the other party.

18. Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law provisions. Each party irrevocably consents to personal jurisdiction in any action brought in any court, federal or state, within the County of Westchester in the State of New York having subject matter jurisdiction arising under this agreement.



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19. Counterparts. This Agreement may be executed in as many counterparts as may be required, including facsimile, each of which when delivered is an original but all of which taken together constitute one and the same instrument and the facsimile execution pages will be binding upon the executing Party to the same extent as the original executed pages.

20. Severability. If a provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

21. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties. Electronic Mail shall in no way be considered a “writing” sufficient to change, modify, extend or otherwise affect the terms of the Agreement.

22. Notice. Notice shall be deemed to have been made, if by hand upon the date so delivered; if by registered or certified mail, postage prepaid and return receipt requested, upon third day after deposit in the United States mail; if by express courier service on the date actually delivered; and if by facsimile upon receipt.

IN WITNESS WHEREOF, the Parties have executed by their duly authorized representatives this Agreement on the date first set forth above.

Home Bound Services CA.

By: _____

Printed Name: Crux Avila

Title: CEO

Company: _____

By: _____

Printed Name: _____

Title: _____