

Confidentiality / Non Compete Agreement

This is an agreement ("Agreement") between _____ ("Customer") and StreamTeam.com ("Company") regarding the Customer's disclosure of certain information and the Company's treatment of that information.

The information that the Customer may disclose to the Company consists of the information disclosed to aid in the proposal or execution of a project for the Customer's Company. And there may be other, ancillary information that the Customer also discloses to the Company. All this information is collectively referred to as the " Confidential Information".

In consideration of the Customer's disclosure of the Confidential Information for the Company to use the Company agrees to the following use and disclosure obligations:

Title to the Confidential Information and all related materials and documentation the Customer delivers to the Company will remain with the Customer.

The Company agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the Customer, other Companies or potential Companies with the Customer, or individuals or organizations about whom the Customer keeps information. By way of example but not by way of limitation, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information.

The Company agrees not to disclose any Confidential Information to third parties and to use it solely for the purpose described in the introductory provisions of this Agreement. The Company will restrict circulation of the Confidential Information within its organization and then only to people in the Company's organization that have a need to know the Confidential Information for the purpose described in the introductory provisions of this Agreement.

The Company will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Company will not be liable for any unintentional disclosure of the Confidential Information that results despite the Company's exercise of at least the same degree of care as it normally takes to safeguard its own secrets. But this exception to the Company's liability for disclosure of the Confidential Information will not apply if the Company's procedures are not reasonable given the nature of the Confidential Information or if the disclosure nevertheless results in liability to the Customer.

The Company will not directly or indirectly compete with, acquire any interest in, or design, create, manufacture, sell or otherwise deal with any S/ W or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by the Corporation

The Company will not incorporate any portion of any Confidential Information into any work or product, other than a work product that will be delivered to the Customer for the Customer's sole use. Also, the Company will have no proprietary interest in any of the Confidential Information. Furthermore, the Company will cause all individuals in its organization who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this Agreement.

The Company's obligation to maintain the confidentiality of the Confidential Information will not apply where any of the following apply:

- The Confidential Information was already in the Company's possession before disclosure by the Customer, and such was received by the Company without obligation of confidence.
- The Confidential Information is developed independently by the Company.
- The Confidential Information is or becomes publicly available without breach of this Agreement.
- The Confidential Information is rightfully received by the Company from a third party without an obligation of confidence.
- The Confidential Information is disclosed by the Company with the written consent of the Customer.
- The Confidential Information is released in accordance with a valid order of a court or governmental agency. But in such a case, the Company must first notify the Customer of the order immediately upon the Company receiving it. And the Company also must make a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

The Company will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

This Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Customer and the Company.

No amendment or modification of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

The failure of either party to demand strict performance by the other party of any of this Agreement will not be a waiver or relinquishment of any rights under this Agreement. And either party may at any later time demand strict and complete performance by the other party of the Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect to the extent that such does not create an absurdity.

This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. And the headings used herein are for the sole sake of convenience and will not be used to interpret any section.

For any notice under this Agreement to be effective it must be made in writing and sent to the address of the appropriate party first appearing above, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address.

The terms of this Agreement are continuing obligations.

The Company may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the Customer.

This Agreement will be governed by the laws of New York State, and venue for any disputes will lie exclusively with the appropriate court in Monroe County, New York.

To show their agreement, the parties have signed this Agreement on the dates shown below.

Customer

By:

Date:

Company

By:

Date: