

# MONALISA LIMOUSINE

## **CONFIDENTIALITY AGREEMENT** for **MONALISA LIMOUSINE INC**

This Confidentiality Agreement (this "Agreement") is made effective as of January 01, 2012, between MONALISA LIMOUSINE INC, of 5178 WEST PICO BLVD, LOS ANGELES, California 90019, and RECIPIENT \_\_\_\_\_, ADDRESS:

---

In this Agreement, the party who owns the Confidential Information will be referred to as "MONALISA LIMOUSINE INC", and the party to whom the Confidential Information will be disclosed will be referred to as "RECIPIENT \_\_\_\_\_".

MONALISA LIMOUSINE INC is engaged in The business of transportation & livery service RECIPIENT is engaged in being a \_\_\_\_\_ FOR MONALISA LIMOUSINE INC. Information will be disclosed to the recipient to be able to carry out day to day work responsibility. MONALISA LIMOUSINE INC has requested that RECIPIENT will protect the confidential material and information which may be disclosed between MONALISA LIMOUSINE INC and RECIPIENT. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to MONALISA LIMOUSINE INC, whether or not owned or developed by MONALISA LIMOUSINE INC, which is not generally known other than by MONALISA LIMOUSINE INC, and which RECIPIENT may obtain through any direct or indirect contact with MONALISA LIMOUSINE INC.

**A. Confidential Information includes without limitation:**

- business records and plans
- financial statements
- customer lists, names, addresses, phone numbers and records
- trade secrets
- technical information
- products
- inventions
- product design information
- pricing structure
- discounts
- costs
- trip tickets
- invoices
- emails

- contact information
  - affiliate paper work
  - media kits
- and any other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge.
- information rightfully received by the recipient from a third party.
- information independently developed by the recipient.
- information disclosed by operation of law.
- information disclosed by the recipient and any other information that both parties agree in writing is not confidential.

## **II. PROTECTION OF CONFIDENTIAL INFORMATION. RECIPIENT**

understands and acknowledges that the Confidential Information has been developed or obtained by MONALISA LIMOUSINE INC by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of MONALISA LIMOUSINE INC which provides MONALISA LIMOUSINE INC with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, RECIPIENT agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of MONALISA LIMOUSINE INC. In addition, RECIPIENT agrees that:

*i. No Copying/Modifying.* RECIPIENT will not copy or modify any Confidential Information without the prior written consent of MONALISA LIMOUSINE INC.

*ii. Application to Employees.* Further, RECIPIENT shall not disclose any Confidential Information to any employees of RECIPIENT, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of MONALISA LIMOUSINE INC.

*iii. Unauthorized Disclosure of Information.* If it appears that RECIPIENT has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, MONALISA LIMOUSINE INC shall be entitled to an injunction to restrain RECIPIENT from disclosing, in whole or in part, the Confidential Information. MONALISA LIMOUSINE INC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**III. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of MONALISA LIMOUSINE INC, RECIPIENT shall return to MONALISA LIMOUSINE INC all written materials containing the Confidential Information. RECIPIENT shall also

deliver to MONALISA LIMOUSINE INC written statements signed by RECIPIENT certifying that all materials have been returned within five (5) days of receipt of the request.

**IV. NO WARRANTY.** RECIPIENT acknowledges and agrees that the Confidential Information is provided on an AS IS basis. MONALISA LIMOUSINE INC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MONALISA LIMOUSINE INC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. MONALISA LIMOUSINE INC does not represent or warrant that any product or business plans disclosed to RECIPIENT will be marketed or carried out as disclosed, or at all. Any actions taken by RECIPIENT in response to the disclosure of the Confidential Information shall be solely at the risk of RECIPIENT.

**V. LIMITED LICENSE TO USE.** RECIPIENT shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. RECIPIENT acknowledges that, as between MONALISA LIMOUSINE INC and RECIPIENT, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of MONALISA LIMOUSINE INC, even if suggestions, comments, and/or ideas made by RECIPIENT are incorporated into the Confidential Information or related materials during the period of this Agreement.

**VI. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:  
MONALISA LIMOUSINE INC

Recipient:  
RECIPIENT

By: \_\_\_\_\_ date:  
Recipient