

## MIKEVANN FIVERR CONFIDENTIALITY AGREEMENT

It is understood and agreed to that Fiverr.com seller user "mikevann" (MIKEVANN) and the Fiverr.com buyer user below (BUYER) would like to exchange certain information, that may be considered "confidential," about a possible order through Fiverr.com. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by the BUYER under this Agreement includes: technical and business information relating to the project's proprietary ideas, patentable ideas, copyrights, trade secrets, existing and/or contemplated products, services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information shall also include, and MIKEVANN shall have a duty to protect, other confidential and/or sensitive information which is disclosed by the BUYER.

2. MIKEVANN shall use confidential information only for the purpose of evaluating potential business and during the order process with the BUYER.

3. MIKEVANN shall not disclose Confidential Information to any third party without the prior consent of the BUYER. MIKEVANN shall have satisfied its obligations under this paragraph if MIKEVANN takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon MIKEVANN with respect to any Confidential Information (a) that is or becomes a matter of public knowledge through no fault of MIKEVANN; (b) is rightfully received by MIKEVANN from a third party, not owing a duty of confidentiality to the project or the BUYER; (c) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the BUYER, (d) or is published as a "work sample" by MIKEVANN upon completion of an order through Fiverr.com (see section 13).

5. The BUYER warrants that they have the right to make disclosures to MIKEVANN under this Agreement. The BUYER declares that all materials submitted to MIKEVANN are not in violation of any copyright or trademark laws. The BUYER will indemnify and hold MIKEVANN harmless in respect to any claim of violation of such laws.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon MIKEVANN any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as stated through Fiverr.com).

8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the BUYER shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement is made under and shall be construed according to the laws of the State of California, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of California, U.S.A.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. Any items above may be voided if they violate Fiverr.com's terms of service: [https://www.fiverr.com/terms\\_of\\_service](https://www.fiverr.com/terms_of_service)

13. Upon completion of any order placed with MIKEVANN, MIKEVANN holds the right to publicly publish the finished work as a "work sample." If the BUYER requests that the publication be removed, MIKEVANN will remove the work as soon as possible. Fiverr.com offers a "live portfolio" to sellers to showcase their work samples on Fiverr.com. Upon completion of an order, the BUYER will have the right to "deselect" the finished work to be shown in MIKEVANN's "live portfolio" on MIKEVANN's Fiverr.com page. In the event that the BUYER does not select to have their finished work not shown, the BUYER must contact MIKEVANN to request it be taken off. In this event, MIKEVANN will need to contact Fiverr.com support to resolve the issue.

14. The BUYER has read and understands the "gig" description and FAQs pertaining to the "gig" the BUYER is interested in. The links to the "gigs" for MIKEVANN can be found here: <https://www.fiverr.com/mikevann>

The BUYER, below, acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein:

MIKEVANN Authorization Signature: \_\_\_\_\_

Fiverr.com Username (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_