



WORLD INNOVA CORP.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the date signed by both parties, by and between World InnoVA Corporation ("WIC") and \_\_\_\_\_ ("Owner").

WHEREAS Owner possesses certain ideas and information related to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

that is confidential and proprietary to Owner (hereinafter "Confidential Information"), and

WHEREAS WIC is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of providing services for Owner.

NOW THEREFORE, in consideration for the mutual undertakings of WIC and the Owner under this Agreement, the parties agree as follows:

1. Confidential Information.

Owner agrees to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient, and Recipient agrees to receive the Confidential Information. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to WIC by Owner. Confidential Information shall be disclosed by writing or e-mail and identified by Owner as subject to confidentiality agreement. Confidential Information disclosed orally shall be identified as such by Owner within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

2. Recipient's Obligations.

A. WIC agrees that the Confidential Information is to be considered confidential and proprietary to Owner and WIC shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. WIC agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than WIC's employees having a specific need to know in connection with WIC's authorized use of the Confidential Information. WIC will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner. WIC agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

B. Ownership of Confidential Information. WIC agrees that all Confidential Information shall remain the property of Owner, and that Owner may use such Confidential Information for any purpose without obligation to WIC. Nothing contained herein shall be construed as granting or implying any transfer of rights to WIC in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

C. Confidential Information furnished in tangible form shall not be duplicated by WIC except for purposes of this Agreement. Upon the request of Owner, WIC shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At WIC's option, any documents or other media developed by WIC containing Confidential Information may be destroyed by WIC. WIC shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of WIC herein shall be effective two years from the date Owner last discloses any Confidential Information to WIC pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against WIC, nor by the rejection of any agreement between WIC and Owner, by a trustee of WIC in bankruptcy, or by WIC as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information.

WIC shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by WIC; is rightfully received by WIC without obligations of confidentiality; or is developed by WIC without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

5. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. WIC agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity.

WIC agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

7. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Texas and Recipient consents to the exclusive jurisdiction of the U.S. federal courts located in the Southern District of Texas for any dispute arising out of this Agreement. WIC agrees that in the event of any breach or threatened breach by WIC, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief including but not limited to an injunction as necessary to protect Owner against any such breach or threatened breach.

8. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment.

WIC may not assign this Agreement or any interest herein without Owner's express prior written consent.

World Innova Corp.

10. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by electronic mail or by First Class mail.

If to Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to WIC:

World Innova Corp.  
Two Allen Center  
1200 Smith St. Suite 1600  
Houston, TX 77002  
[info@worldinnova.com](mailto:info@worldinnova.com)

12. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

\_\_\_\_\_  
[Name] \_\_\_\_\_  
Signed \_\_\_\_\_, \_\_\_\_\_



\_\_\_\_\_  
Yvette Golan  
World Innova Corporation