

## CONFIDENTIALITY AGREEMENT

It is understood that the below identified discloser of Confidential Information (“Owner”) may provide certain information to Above the Bar Virtual Assistance (“Recipient”) that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under applicable laws, it is agreed that:

1. The Confidential Information that may be disclosed includes (but is not limited to) all data, materials, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. Nothing herein shall require Owner to disclose any of its information.

2. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient 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 Owner’s expense.

3. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner. Recipient 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.

4. Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient.

5. 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 personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Owner:

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

If to Recipient:

Above the Bar Virtual Assistance  
c/o Malia Lane  
3409 A Blumie Rd.  
Austin, Texas 78745

6. The obligations of Recipient herein shall be effective in perpetuity from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement.

7. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

8. 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 state courts and U.S. federal courts located there for any dispute arising out of this Agreement

9. 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.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the date first written below.

**OWNER**

\_\_\_\_\_

Date: \_\_\_\_\_

**RECIPIENT**

Above the Bar Virtual Assistance

\_\_\_\_\_

By: Malia Lane

Date: \_\_\_\_\_