



Main Office: 240 Chestnut Street Liberty, NY 12754
(845) 292-6400 Fax (845) 292-5118

Re: **CONFIDENTIALITY AGREEMENT**

Dear Sirs:

- I. On behalf of (company name) , you have requested access to certain information (Fastweb) of Web order entry from **Yaun Company Inc.** (the Company) of Liberty, NY 12754. In this connection you have the opportunity to obtain confidential Yaun Company information in an unmonitored environment. This information includes information concerning your company account with us including pricing, invoicing and your company account payment information. As a condition to giving you access to this information furnishing you agree that this information and any other information, which the Company furnishes to you, your representatives or which your representatives obtain through this access (collectively, the "Fastweb"), will be treated and kept confidential.
- II. You further agree that you are authorized by the officers of your corporation to receive this information and that the officers of your company agree that the Fastweb Material will not be used by you, your employees, affiliates or your representatives (collectively, your "representatives") in any way detrimental to the **Yaun Company**; and it will be treated as property belonging to the Company, and shall not, without our prior written consent, be disclosed in any manor whatsoever, in whole or in part, to anybody who is not one of your affiliates or representatives. You agree that you will not, and your representatives will not, disclose to anybody who is not a direct participant in either the fact that negotiations are taking place or any of the terms, conditions or other facts disclosed with respect to a possible transaction.
- III. Customers who purchase \$20,000.00 per year worth of Materials during the last 12 months or customers who give \$2,000.00 per month for 3 months in a row and maintain that volume of business for each subsequent month until \$20,000.00 per year are entitled to this service at the option of the Company only. Termination of the service is at the discretion of the Company and the Company shall not be held liable in any way for loss of Fastweb service. **This agreement is for one person only and you agree not to divulge Your User Name and Password to any third party.** If more are needed, additional User Names and Passwords will be supplied.
- IV. No failure or delay by us in exercising any right, or remedy, in whole or in part, shall operate as a waiver of any other right. The internal Laws of the State of New York shall govern this Confidentiality Agreement.

V. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by you and that the Company shall also be entitled to specific performance as a remedy for any such breach. These remedies shall not be deemed to be the exclusive remedies for your breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the Company.

VI. If you and your company are in accord with this Agreement to these terms and conditions, please sign and return one copy to the Company. It will then constitute our Confidentiality Agreement with respect to its subject matter.

By: _____ Date _____
Yaun Company Inc.

This agreement is for one person only and I agree not to divulge My User Name and Password to any third party.

By: _____ Date _____

Please list Principal User and additional User requests:

| | | |
|------------|-----------|----------------|
| _____ | _____ | _____ |
| First Name | Last Name | E-mail Address |
| _____ | _____ | _____ |
| First Name | Last Name | E-mail Address |
| _____ | _____ | _____ |
| First Name | Last Name | E-mail Address |