

## CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

Fat and Broke Inc. dba Gamer Logistics., together with its affiliates ("Company") may disclose to

\_\_\_\_\_ ("Recipient") information that Company considers confidential ("Confidential Information").

For the purpose of protecting and preserving Confidential Information, Recipient agrees that:

1. Confidential Information includes all business, financial, technical, or other information disclosed to Recipient, directly or indirectly, in writing, orally or visually, but does not include information that: (a) was already in Recipient's possession prior to its receipt from Company without restriction on its use or disclosure; (b) is or becomes available to the general public through no act or fault of Recipient; (c) is rightfully disclosed to Recipient by a third party without restriction on its use or disclosure, or (d) is independently developed by Recipient without the use of any Confidential Information. Confidential Information also includes all negotiations between the Company and Recipient and the existence and terms of this agreement. Any reproductions, notes, financial statements, summaries, analyses, interpretations, studies, or similar materials, including any of the foregoing prepared by Recipient and relating to or incorporating any Confidential Information, shall itself be Confidential Information.
2. Unless and until instructed in writing to the contrary by Company, Recipient will not: (a) use any Confidential Information, directly or indirectly, for any purpose other than to conduct business with or on behalf of Company; (b) disclose, publish or distribute any Confidential Information to any third party; and (c) reverse engineer or alter any Confidential Information. The recipient may grant access to Confidential Information to its employees, agents, and subcontractors only if and to the extent that such employees, agents, and subcontractors need to know such Confidential Information for the purpose of conducting business with or on behalf of the Company, are informed by Recipient of the confidential nature of such Confidential Information and agree to be bound by terms of confidentiality no less restrictive than those set forth in this agreement. The recipient will take all necessary steps to protect Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of like kind, but in no event, less than reasonable care, and will assume full responsibility for actions taken by its employees or agents or subcontractors in the course of accessing or using any Confidential Information.
3. Promptly following the request of the Company, the Recipient shall, as directed by the Company, return or destroy all Confidential Information in its possession.
4. Should it be necessary for Recipient to disclose any Confidential Information in order to comply with applicable law, Recipient shall provide Company with prompt written notice of such requirement so that Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this agreement. In any event, the Recipient shall only disclose that portion of the Confidential Information which it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
5. If the Recipient improves, modifies, or makes derivatives of any Confidential Information, then Recipient will promptly notify Company and Company may use such improvements, modifications, and derivatives without restriction. Except as otherwise explicitly set forth in this agreement, no license, intellectual property right, or other ownership or use right is conveyed solely by this agreement. The recipient will not disclose to the Company any confidential or proprietary information unless the Company first agrees in writing signed by an authorized representative of the Company.
6. This agreement does not grant any warranty, guarantee, or representation with respect to any exchanged information, either express or implied, including, without limitation, as to its accuracy or completeness. Neither the Company, its affiliates nor their respective representatives shall be liable for damages, of whatever kind, as a result of the Recipient's reliance on or use of, or any errors in or omissions from, any Confidential Information provided hereunder.
7. Recipient acknowledges that Company may be irreparably injured by a breach of this Agreement and that Company shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the provisions of this Agreement by Recipient. Such a remedy shall be in addition to all other remedies available at

law or equity. The recipient will indemnify, defend, and hold harmless the Company, its affiliates, and their respective representatives from and against any and all damages, fees, losses, claims, liabilities, and expenses resulting from or arising in connection with any breach of this agreement by the Recipient.

- 8. This agreement represents the entire understanding with respect to confidentiality and nondisclosure and shall not be amended, altered, or modified except by an instrument in writing expressly referring to this agreement and signed by Company and Recipient. The recipient may not assign this Agreement or any portion of its rights under this agreement without the Company's prior written consent, which may be withheld at Company's sole discretion. In the event any provision of this agreement is invalid as applied to any fact or circumstance, it shall be modified by the minimum extent necessary to render it valid, and its invalidity shall not affect the validity of any other provision or the same provision as applied to any other fact or circumstance.
- 9. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas and the parties hereby consent to the personal and exclusive jurisdiction and venue of the Texas state courts and the Federal courts located in the State of Texas. Notwithstanding the foregoing, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim, or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination, or validity thereof, including any claim of inducement of this Agreement by fraud will be submitted for resolution by binding arbitration in accordance with the Comprehensive Arbitration Rules & Procedures of Texas Arbitration Mediation Services (TAMS). The arbitration will be held in El Paso, Texas, USA and it shall be conducted in the English language. Judgment on any award in arbitration may be entered in any court of competent jurisdiction.
- 10. THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the later date written below.

**COMPANY:**

**COMPANY ADDRESS:**

FAT AND BROKE INC. DBA GAMER LOGISTICS

11333 ROJAS DRIVE, EL PASO, TX 79936

By (signature): \_\_\_\_\_

Tel. 915-590-9700

Printed Name: JAIME HERRERA

Title: PRESIDENT

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

**AGREED AND ACCEPTED:**

RECIPIENT: \_\_\_\_\_

RECIPIENT ADDRESS:

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Tel. \_\_\_\_\_

Title: \_\_\_\_\_

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