



IT ASSESSMENT CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement"), is entered into and made effective as of the day of 202 between Motiva Networks Corp. ("Company") and ("You").

- 1. Confidential Information. The term "Confidential Information" as used in this Agreement shall mean any and all data and materials gathered and discovered by Company for the purposes of providing an IT health assessment and analysis. Confidential Information includes all network data as well as any operational, economic or financial information of any nature whatsoever which has been or may be provided or disclosed by You, or discovered by the Company's IT auditing tools. Confidential Information does not include information which at the time of disclosure or discovery is in the public domain or information which later becomes part of the public domain through no act or omission of Company; information which the Company can demonstrate was in its lawful possession prior to disclosure by You, or discovery; and information to the best of Company's knowledge, it did not acquire on a confidential basis either directly or indirectly from You or its audit tools.
2. Disclosure and Use of Confidential Information Company agrees to keep confidential the discussions with You concerning the IT assessments or any proposed other proposed transactions and shall not, without Your permission, disclose to any third party, firm, corporation or entity such Confidential Information. Company shall limit the disclosure of Your data and business Information to only those persons at Company reasonably necessary to evaluate the Confidential Information. Company shall use the Confidential Information only for the purpose of its appraisal of the IT Assessment that is being prepared for You and will not make any other use, in whole or in part, of any of Confidential Information without the prior written consent of You.
3. Return of Documents. Company further agrees to return any and all Confidential Information disclosed by You upon written request, without retaining any copy or duplicate thereof, and shall promptly destroy all electronic, written, printed or other material or information derived from the Confidential Information.
4. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of New York.
5. No Other Agreement. It is expressly understood that this Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any business relation other than to provide You with an IT Network Assessment. This Agreement shall not constitute any commitment or obligation on the part of You to enter into any other specific contractual arrangement of any nature whatsoever.
6. No Representation or Warranties. You do not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose of any information, including Confidential Information that You are furnishing and it is further understood and agreed that Company shall not have any liability or responsibility resulting from use of such information so furnished or otherwise provided.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the day and year first herein above written.

Motiva Networks Corp
By: [Signature]
Name: Walter Contreras
Title: CEO

YOU
By: _____
Name: _____
Title: _____