

Services Provided

This *Non-Disclosure and Confidentiality Agreement* which has been made and entered into in the year 2015 between Data Recovery Center (DataRecoveryCenter.com) and The Customer. Data Recovery Center will be, from here on out, referred to as "The Company" or "The Receiving Party." The customer will continue to be referred to as "The Customer" or "The Disclosing Party."

Designated and Legal Purpose of This Agreement

The Disclosing Party and The Receiving Party wish to discuss the exchange which will occur in order to provide the disclosing party with services. These services are outlined in The Company's terms of service, which is documented. The Disclosing Party will provide the receiving party with property which contains information or data for the purpose of servicing the device containing said information and/or retrieving lost information or data.

Therefore, the parties mentioned above shall legally enter into this agreement upon receipt of The Disclosing Party's property, given to the receiving party for the purpose of providing a service. The information contained below states the legal guidelines of this agreement.

In regards to the use of confidential information contained on or within The Disclosing Party's property, The Receiving Party agrees to:

- Receive and maintain the confidentiality of the information
- Examine the confidential information in regards to electronic and mechanical needs or requirements for repairs or other services
- Not reproduce the Confidential Information or any part thereof without the express written consent of The Disclosing Party
- Not, directly or indirectly, make known, divulge, publish, or communicate the Confidential Information to any person, firm, or corporation without the express written consent of The Disclosing Party
- Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it
- Not use or utilize the Confidential Information without the express written consent of Disclosing Party
- Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party
- Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like

Return of Confidential Information

All Confidential Information provided by The Disclosing Party shall remain the property of the Disclosing Party. The Receiving Party agrees to return all Confidential Information to The Disclosing Party within 15 days of written demand by The Disclosing Party. When The Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with The Disclosing Party, The Receiving Party shall return all information to the Disclosing Party without retaining any copies.

Illegal Activity Clause

Child pornography or anything that could fall under the category of child pornography is not protected by this confidentiality agreement. In the event that videos, photography, or other media containing child pornography is detected, Data Recovery Center (The Receiving Party) will turn the media over to the proper authorities. This will be done immediately, without your consent or notification, in accordance with federal law regarding the storing, viewing, or possessing child pornography.

Non-Assignable

This agreement shall be non-assignable by the Receiving Party unless prior written consent by the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

Governing Law

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of OHIO, notwithstanding any conflict-of-laws or doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

No License

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppels or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

Binding Nature of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

Provisions

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Entire Agreement

This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or

addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

Arbitration Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by the Commercial Division of the American Arbitration Association and in accordance with the rules thereof, conducted in Cleveland, Ohio, or in any other convenient forum agreed to in writing by the parties. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

In Witness of the Above Agreement and the Information Therein

The aforementioned parties have applied their signatures, or signatures of legal representatives of said parties, below in agreement with all points stated in this document and effective the day and year written above.