

Serve Global, LLC.

CONFIDENTIALITY/NON-DISCLOSE/NON-COMPETE AGREEMENT

Serve Global, LLC a US based Corporation, and _____, a _____ Corporation located at _____, are contemplating discussions concerning a possible business affiliation. In the course of such discussion, each of the parties may disclose to the other certain confidential or propriety information or trade secrets including, without limitation, the content of such discussions (“information”). Accordingly, the following mutual undertakings of confidentiality are established:

(1) Each party will treat as confidential all information obtained from the other party, whether such information is specifically disclosed or is acquired by observation. The information shall not be disclosed to any employee of, or consultant to, either party other than on a need to know basis and then only if they agree to be bound by the terms of this agreement. Each party shall be fully liable to the other party for all expenses and damages resulting from any unauthorized disclosure by it.

(2) The receiving party shall not disclose such information to any third party nor use it except for the purpose contemplated by this Agreement without expressing permission in writing from the other party.

(3) No copies will be made or retained of any information, and at the conclusion of such discussions or upon demand of either party, all information held by the other party, including written notes shall be returned.

(4) The foregoing obligations of confidentiality shall not apply to information that: (I) was earlier known to the receiving party; (II) is or becomes known to the public other than through disclosure by the receiving party; or (III) the disclosure of which is expressly consented to in advance in writing by the other party.

(5) This agreement does not commit either party to grant rights to or enter into any other further agreement with the other party, nor does it convey any license to use, sell, exploit, copy, or further develop in any way the information exchanged.

(6) This agreement shall be governed by the laws of the State of Texas in the event of breach by CFO, or by the laws of the incorporation state of US Web in the event of breach by US Web, without regard to its rules as to conflicts of laws and the parties agree to submit to the jurisdiction of federal and state courts located in such state or the applicable courts in such cities. This agreement shall continue until terminated by mutual written agreement.

(7) The parties agree that money damages for any breach of this Agreement may be inadequate and that the injured party shall be entitled to any relief or remedy available to them at law.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Serve Global, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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