This confidentiality agreement applies to all services performed by LIQUID PURPLE. It outlines our commitment to protecting client trade secrets, proprietary business information, workflows, technical implementations, strategic planning, and marketing methodologies.

WHEREAS, Client will be revealing various trade secrets and proprietary business information to Contractor, including workflows, technical implementations, strategic planning, and marketing methodologies;

WHEREAS, Client wishes to protect these trade secrets for at least a period of twelve months following the conclusion of any contracted services;

WHEREAS, Client's business would be substantially harmed by the disclosure of such trade secrets to any competitor or unauthorized third party;

WHEREAS, it would be difficult to determine whether or not Contractor has disclosed or misused this information once it has been accessed or learned.

A. PROTECTION OF TRADE SECRET AGREEMENT

Contractor agrees not to use or exploit any confidential, proprietary, or trade secret information of Client to compete directly or indirectly with Client’s business, which includes but is not limited to website development, SEO strategies, internet marketing tactics, digital artwork processes, or technical consultation services, for a period of one (1) year following termination of services.

B. NON-SOLICITATION AGREEMENT

Contractor agrees not to solicit or engage with any of Client's customers, leads, or vendors for a period of one (1) year following termination. This includes directly or indirectly initiating contact, attempting to divert business, or using information gained during the course of the relationship. The parties acknowledge that Client’s CRM data, project notes, prospecting strategies, vendor relationships, and client history constitute trade secrets.

C. CONFIDENTIALITY AGREEMENT

In exchange for compensation, Contractor agrees to the following:

1. Confidential Information includes (but is not limited to):
(i) Source code, technical specifications, hosting configurations, SEO analysis, keyword research, design files, and development tools used in Client’s digital projects.

(ii) Lists of clients, vendors, costs, conversion rates, marketing plans, pricing models, analytics data, and digital advertising strategies.

(iii) Any documentation, communication, template, proprietary technique, or workflow that is not

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publicly available and gives Client a competitive advantage.

All such data is considered "Confidential Information" unless and until it becomes publicly available without breach of this Agreement.

2. Contractor shall not disclose, reproduce, or use Confidential Information other than for the performance of authorized services under the direction of Client.

3. Contractor agrees to protect and safeguard all Confidential Information using commercially reasonable means and industry-standard security protocols.

4. Upon termination, Contractor shall return all materials, files, backups, and devices that contain Confidential Information. Final payment may be withheld until all deliverables and media are returned, and a signed acknowledgment is received.

5. If any provision herein is deemed unenforceable, the remainder shall remain valid and binding.

6. This Agreement does not constitute a fixed-term employment or service contract, unless explicitly specified elsewhere.

7. This Agreement binds both parties and their respective heirs, assigns, and successors.

8. This Agreement shall be governed by and interpreted under the laws of the State of California.

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