



NONDISCLOSURE AGREEMENT

Witness this Agreement, between Sharp Packaging Systems by Pregis, and _____ each of whom hereinafter may be interchangeably referred to as either "Discloser" or "Receiver" as their mutual discussions and idea exchanges take place, to develop certain processes, systems, machines, or mechanisms,

WHEREAS, the Discloser is willing to disclose certain confidential and proprietary information relating to processes or equipment designs, including but not limited to certain sketches or verbal description of processes, systems, machines, or mechanisms;

WHEREAS, the Receiver desires to receive such confidential and proprietary information.

NOW, THEREFORE, the parties agree as follows:

1. The information, including all sketches and verbal descriptions, shall be used solely by Receiver for the purpose of evaluating the usefulness of Discloser's designs for use in Receiver's business.
2. The Receiver agrees not to disclose any of the confidential and proprietary information received from Discloser to anyone in Receiver's organization unless that person or persons has a need to know. Further, Receiver agrees not to disclose such confidential and proprietary information to any third parties without first obtaining written authorization from Discloser.
3. Receiver agrees to safeguard the confidential and proprietary information furnished to it by Discloser.

The parties agree that this agreement shall not apply to:

- (1) information which Receiver can prove it was in possession of at the time this agreement was executed;
- (2) information which was in the public domain at the time of the agreement or which entered the public domain through no fault of the Receiver; and
- (3) information which was furnished to Receiver by a third party who had a right to furnish such information to Receiver.

By: _____
(Sign Your Name)

Date: _____

(Print Your Name)

By: _____
(Sharp Employee Sign Your Name)

Date: _____

Sharp Packaging Systems by Pregis