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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("the "Agreement") is made effective as of _____ (the "Effective Date"), by _____, and between the Owner, _____, and _____ (the "Recipient").
("Recipient" or "we" and "our" shall mean the Recipient only.)
The Owner has requested that the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

1. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Owner, whether or not described by the Owner, which is in general used in the course of business of the Owner and which is not generally known to persons having direct contact with the Owner. Examples of other items specifically identified as confidential or proprietary:
Confidential Information includes, but is not limited to, all information concerning products, processes, formulas, designs, drawings, plans, sketches, prototypes, test results, know-how, technology and information of the Owner and its direct party with which the Owner deals, including without limitation, financial information, sales and marketing information, customer lists, product descriptions, technical information, pricing structures, discounts, company programs and budgets, source code and/or object code, engineering drawings, designs, blueprints, and other materials, including but not limited to, software and client lists.
The nature of the information and the manner of disclosure must such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Owner;

Information originally received by the Recipient from a third party without a duty of confidentiality;

B. Confidential Information is not lost if:

- information independently developed by the Recipient;

C. Information disclosed by the Recipient:

- information disclosed by operation of law;

D. Information disclosed by the Recipient with the prior written consent of the Owner.

2 and any other information that both parties agree is worthy of protection as confidential.

2. USES OF CONFIDENTIAL INFORMATION. The Recipient agrees and acknowledges that the Confidential Information has been developed or obtained by the Recipient by means of significant effort and time, and the Confidential Information is a valuable, unique and original asset of the Owner. The Recipient shall not disclose, copy, publish, or otherwise use or permit third parties to use or publish the Confidential Information without the prior written consent of the Owner, except as provided below.

A. No Disclosure. The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to anyone or entity without the prior written consent of the Owner.

B. Non-Solicitation. The Recipient will not apply or seek to any Confidential Information without the prior written consent of the Owner.

C. Unpublished Works. The Recipient shall promptly inform the Owner if Recipient becomes aware of any publicly disseminated disclosure of any of the Confidential Information.

D. Application in the Foreign. The Recipient will not use or disclose Confidential Information in any capacity in the Foreign, except those capacities and uses that are expressly permitted by the Owner in writing, and only to the extent that such use or disclosure does not violate the terms of this Agreement. Each granted permission to use or disclose Confidential Information shall descend sign a copy of the Agreement to the party or parties to whom such permission is granted.

E. UNPUBLISHED DISCLOSURE OF INFORMATION; INJUNCTION. If it appears that the Recipient has disclosed or has disseminated (directly or indirectly) Confidential Information in reliance of this Agreement, the Owner may seek injunctive relief against the Recipient to prevent further disclosure of Confidential Information as it pertains to the Owner. The Owner shall be entitled to the protection from prior public disclosure, including a decree of losses and damages.

F. NON-DISCLOSURE. For a period of 10 years after the end of the term of this Agreement, the Recipient will not disclose or make available to any third party any confidential or proprietary information held by Owner for the purpose of disseminating, or causing to be disseminated, the Confidential Information as it pertains to the Owner. It shall be a condition to the Owner that the Recipient shall not disclose any Confidential Information to any third parties during the period of 10 years following the termination of this Agreement.

G. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all non-tangible materials containing the Confidential Information. The Recipient shall also deliver to the Owner any documents it creates reflecting the Confidential Information that all materials have been removed.

H. CONFIDENTIALITY AGREEMENT.

VI. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any services or items from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

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PURCHASE. The buyer of an ownership interest in the Confidential Information is provided
with an **EXCLUSIVE** right to use the Confidential Information for purposes of the business,
WITH RESPECT TO THE COMPETENT INFORMATION AND EXCLUSIVELY FOR USES DESCRIBED ABOVE
IN THIS AGREEMENT. The Confidential Information is not to be used for any other purpose.
The Confidential Information is not to be sold or otherwise transferred to any third party.
PURCHASER, IN THE EVENT THAT THE OWNER IS LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,
OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH A BREACH OUT OF THE
PERFORMANCE OF THIS AGREEMENT, PURCHASER WILL BE SOLELY LIABLE FOR THE SAME.
The Owner
does not warrant or represent that the products or business plans disclosed to the Purchaser will be marketed
or sold successfully. The Purchaser agrees to indemnify the Owner from all claims arising out of the disclosure of the
Confidential Information to the extent that such claim arises out of the acts of the Purchaser.

VIII. LIMITED LICENSE TO USE. The Purchaser shall not acquire any intellectual property rights under
the Agreement. The Purchaser shall have the right to use the Confidential Information for its own business purposes within the
Owner and the Purchaser, the Confidential Information is not to be sold or otherwise transferred and other intellectual
property rights in all forms will be retained by the Owner. The Purchaser shall not copy or otherwise disclose the
information to the Purchaser to any person and the Purchaser shall not copy or related materials during the
period of this Agreement.

IX. INDUSTRY. The Purchaser may not, directly or indirectly, sell hardware, software or other products or services,
including but not limited to, computer software, hardware, or other products or services, to any of the third party clients
of the Purchaser. The Purchaser may not, directly or indirectly, sell hardware, software or other products or services,
including but not limited to, computer software, hardware, or other products or services, to any of the third party clients
of the Owner.

X. ATTORNEY'S FEES. In any legal action between the parties concerning this Agreement, the prevailing
party shall be entitled to recover reasonable attorney's fees and costs.

XI. TERIOR. The obligations of this Agreement shall survive one year from the Effective Date and to the Owner
and the Purchaser until notice is received from the Purchaser to the Owner. After that date, the Purchaser
will be entitled to terminate this Agreement by giving the Owner written notice of the termination of this Agreement from
unjustified or no disclosure indemnity.

XII. GENERAL PROVISIONS. This Agreement is for the sole information of the parties regarding
the Confidential Information and is not to be construed as a contract for the sale of goods or services. This
agreement is to be construed by the State of **Florida**. This Agreement shall be construed by either party,
including the Purchaser, to reflect the intent of the parties at the time of execution of this Agreement. The
confidentiality provision of this Agreement shall be full force and effect at all times in accordance
with the terms of this Agreement. The Purchaser shall not be liable for any damages resulting from the disclosure of
the Confidential Information prior to the execution of this Agreement if he has taken all due care and尽了合理的
efforts to ensure the original intent and purpose of this Agreement.

XIII. WHOLE AGREEMENT; PROTECTION. This Agreement is in full force and effect with the United States
Government and the Commonwealth of Puerto Rico and the disclosure of the disclosure of both countries: (i)
as made to a federal, state, or local government official, or (ii) in an action or defense where the disclosure is
properly introduced as evidence, or (iii) in a complaint or other document filed in a federal or state court

4	<p>[NOTARIES] This Agreement shall be executed by _____ on behalf of _____ and _____ and _____ in the manner prescribed by law as of the date first written above.</p> <p>This Non-Disclosure Agreement is executed and agreed to by:</p> <p>Name: _____ Signature: _____ Date: _____</p> <p>I understand & agree this is a legal representation of my signature.</p>
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