***NON-DISCLOSURE AGREEMENT***

THIS NONDISCLOSURE AGREEMENT (the “Agreement”) is made and entered into on **November 14, 2006** by and between Righteous Company LLC, a California Corporation having an office at 555B Sunset Ave, Venice, California 90291 (“Disclosing Party”), and **Acme Widgets, Inc.** having and address at **123 Main Street, Anywhere, CA 54321** (“Receiving Party”) (collectively, the “parties”).

**1. Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, the Disclosing Party may disclose to the Receiving Party certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

**2. “Confidential Information”** means any information disclosed by the “Disclosing Party” to the “Receiving Party”, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as “Confidential,” “Proprietary” or some similar designation. Confidential information shall include without limitation technical data, trade secrets and know-how, including but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party.; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party’s files and records immediately prior to the time of such disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party’s duty of confidentiality; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information, as shown by the documents and other competent evidence in the Receiving Party’s possession; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**3. Non-use and Non-disclosure.** The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties or to such party’s employees, except to those employees of the Receiving Party who are required to have the information in order to evaluate the relationship. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information and which are provided to the party hereunder.

**4. Maintenance and Confidentiality.** The Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. The Receiving Party shall not make any copies of the Confidential Information of the Disclosing Party unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the other’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in the original.

**5. No Obligation.** Nothing herein shall obligate the Disclosing Party to proceed with any transaction between them, and the Disclosing Party reserves the right, in its sole discretion, to terminate the discussions contemplated under this Agreement concerning the business opportunity.

**6. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

**7. Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in possession of the other party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party’s written request.

**8. No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

**9. Term.** The obligations of the Receiving Party hereunder shall survive until such time as all Confidential Information of the Disclosing Party disclosed hereunder becomes publicly known and made generally available through no action or inaction by the Receiving Party.

**10. Remedies.** The Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the other party to seek ex parte injunctive relief, without posting bond, in addition to all legal remedies.

**11. Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The parties expressly consent to the state and federal courts located in San Francisco, California to adjudicate any dispute pertaining to this Agreement and both parties expressly waive any personal jurisdiction defenses. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to the trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

Accepted and Agreed:

## **RIGHTEOUS COMPANY Acme Widgets, Inc.**

## By: By:

## Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Title: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_