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Phone (619) 448-0787

Compucraft Industries Incorporated Non-Disclosure Agreement.

THIS AGREEMENT ("Agreement") is hereby entered into between Compucraft Industries Incorporated, a California corporation, and [REDACTED] on the following terms and conditions: **WHEREAS**, the parties believe that they would mutually benefit by sharing with each other certain Confidential & Proprietary Information (as defined herein) and believe it is in their mutual interest to ensure that all Confidential & Proprietary Information shared by one party will be safeguarded, carefully protected and only used by the recipient for the purposes authorized herein. **NOW THEREFORE**, for consideration the adequacy of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows: 1. **Acknowledgment of Confidentiality**. Each party hereby acknowledges that it has been or may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs including, without limitation, the following specific information: **technical product information**, together with some or all of the following categories of material: (a) Technical Information, including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like; (b) Business Information, including customers, sales and marketing research, materials, plans, accounting and financial information, personnel records and the like; and (c) Other Valuable Information designated by the owner as confidential expressly or by the circumstances in which it is provided (collectively, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who was free to disclose it. 2. **Restrictive Covenant**. Each party receiving Confidential & Proprietary Information from the other party hereby agrees that it may use the Confidential & Proprietary Information only for internal evaluation purposes or in support of tasks requested in writing by the owner's authorized representative. The recipient shall not commercialize the Confidential & Proprietary Information nor disclose it to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve verbally or in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. The recipient may disclose the Confidential & Proprietary Information if required by law or court order, or if required to enforce its rights under this Agreement, but only if the recipient first gives written notice to the owner and cooperates fully in restricting the scope of use and unnecessary disclosure. Each party shall use at least the same degree of care in safeguarding the other party's Confidential & Proprietary Information as it uses in safeguarding its own Confidential & Proprietary Information, but in no event shall a recipient exercise less than due diligence and care.

3. **Proprietary Rights Legend.** Neither party shall alter or remove from any Confidential & Proprietary Information of the other party any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other mark identifying the material as Confidential & Proprietary Information.

4. **Export.** Each recipient certifies that no Confidential & Proprietary Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder

5. **Breach of Covenant.** Each recipient shall promptly notify the other party if it learns of or reasonably suspects any actual or threatened violation of this Agreement. Each party acknowledges that any violation of this Agreement would cause irreparable harm to the owner of such Confidential & Proprietary Information and that remedies at law would be inadequate to redress any actual or threatened violation of this Agreement. Each party agrees that, in addition to other relief, the foregoing restrictions may be enforced by temporary and permanent injunctive relief without necessity of posting bond. Any award of relief to the owner of such Confidential & Proprietary Information in an action in which the owner substantially prevails shall include recovery of such owner's costs and expenses of enforcement (including reasonable attorneys' fees). Remedies stated are cumulative and not exclusive.

6. **Term & Termination.** This Agreement shall be effective on the date last below written and shall continue in full force and effect until the last item of Confidential & Proprietary Information is shared and for two (2) years thereafter. Unless otherwise agreed in writing, this Agreement shall govern Confidential & Proprietary Information disclosed by one party to the other prior to (as well as after) the effective date hereof. Upon termination of this Agreement or at any time upon request, the recipient shall fully account for and return the Confidential & Proprietary Information to the owner, destroy any remaining copies in its possession or under its control and cease all further use.

7. **Choice of Law & Forum.** This agreement is governed by and shall be construed in accordance with the substantive laws of the United States and California, without regard to principles of conflicts of law. The recipient irrevocably consents to nonexclusive personal jurisdiction in any court of competent jurisdiction located in California with respect to any action arising out of or pertaining to this agreement.

8. **Certain Third Party Rights.** A party disclosing Confidential & Proprietary Information to the recipient under this Agreement represents and warrants that such disclosure will not violate or infringe any third party intellectual property rights and the disclosing party agrees to defend, indemnify and hold the recipient harmless from any costs, damages, liability and expense (including legal fees) arising from any third party claim to the contrary. If any Confidential & Proprietary Information of a third party is disclosed under this Agreement, then the recipient agrees the owner of such information shall be considered a third party beneficiary of this Agreement entitled to enforce its provisions directly against the recipient.

9. **Reservation of Rights.** Each party reserves all rights not expressly granted or undertaken by this Agreement. Nothing herein shall be construed as: (a) granting any right, title or license to any existing or future development or business of a party; (b) limiting a party's right to pursue independent business interests or opportunities in competition with the other party, or (c) restricting a party from assigning or reassigning personnel within its own organization. EXCEPT FOR THE NONINFRINGEMENT WARRANTY PROVIDED IN SECTION 8 ("CERTAIN THIRD PARTY RIGHTS"), ALL CONFIDENTIAL & PROPRIETARY INFORMATION IS PROVIDED AS-IS.

10. **General Provisions.** This document constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of the party against whom enforcement is sought. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law, and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.

11. Client Confidentiality. In order to preserve the confidentiality of Compucraft' customer, the vendor agrees that all communication regarding the possible subcontract will be conducted solely through Compucraft. The vendor also agrees not to solicit engineering consulting services from Compucraft' customer during the execution of the subcontract and for a period of six months after services completion, except where vendor has previously provided engineering services within one year preceding the possible contract.

12.Nonsolicitation of Employees. Each of the Parties agrees that it will not, during the term of this Agreement, directly or indirectly, individually or on behalf of other persons, solicit, aid or induce (i) any employee of the other Party to leave their employment with the other Party in order to accept employment with another person or entity, (ii) any ex-employee of the other Party, whose employment by the other Party terminated less than one year prior to any such solicitation or inducement, to accept employment with another person or entity, or (iii) any customer or client of the other Party to purchase products or services then sold by the other Party or any of its affiliates from another person or entity without, in each case, the prior written consent of the other Party.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Compucraft Industries Incorporated:

Company:

Name (type or print):

Name (type or print):

By: (Signature):

By: (Signature):

Title:

Title:

Date:

Date: