

# NON-DISCLOSURE AGREEMENT

This Agreement, effective \_\_\_\_\_, 2012 between \_\_\_\_\_, an individual, hereafter known as "Client", and Darryl Adair, a sole proprietor, hereafter known as "Technographics" shall govern the conditions of disclosure by Technographics of certain proprietary and confidential business and/or technical information ("Confidential Information") in connection with a potential business relationship between the parties. Said business relationship consists of, but is not limited to providing: Utility, Design, or Plant drawings that may be filed with a patent application to the United States Patent and Trademark Office, Patent Cooperation Treaty, European Patent Office, or other such agencies.

## THE PARTIES AGREE AS FOLLOWS:

1. In accordance with the above-stated purposes, it may be necessary and desirable that Client disclose to Technographics certain Confidential Information relating to Client's business, including, but not limited to any or all of the following: present, future or proposed products, product designs, sketches, drawings, specifications, models, photographs, product assemblies, subassemblies or component parts, engineering specifications and documentation in connection therewith, manufacturing and testing processes, plans and technology relating to the foregoing.

2. Technographics shall not use the Confidential Information in connection with the development or making, using or selling of any product on behalf of itself or for others. Technographics shall not disclose the Confidential Information to others, and shall restrict dissemination of such Confidential Information within its own organization, except to the extent necessary for the purposes hereof, for discussion and consultations with authorized representatives of Client in connection therewith, and for any other purpose that Client hereafter authorizes in writing.

3. Technographics further agrees that all patentable features and methods arising from Client's disclosures and those that are revealed through Technographic's services shall become the intellectual property of Client at the time it was disclosed and/or revealed, and that Technographics has no claim to said features or methods.

4. The non-disclosure obligations set forth in Sections 2 and 3 hereof shall not apply, to the extent that Technographics can prove that such Confidential Information was:

- a) previously known to Technographics, as evidenced by its records;
- b) subsequently acquired by Technographics free of any obligation of confidence or received from a third party having an independent right to disclose the information;
- c) at the time of disclosure or later became publicly known without breach of this Agreement.

5. All Confidential Information and supplied to Technographics by Client shall remain the property of Client and shall be returned to Client promptly at his/her request together with all copies made thereof.

6. This Agreement shall remain in effect until intellectual property has become public information, and is no longer a trade secret.

7. This Agreement may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitutes one and the same agreement. If so, initials here: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_

By: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

## TECHNOGRAPHICS

P.O. Box 1912  
Morgan Hill, California 95038-1912

Telephone: (408) 778-4940

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darryl Adair  
Technographics