

NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement"), effective as of the date last subscribed below, is entered into by and between Rayflectar Graphics, having a place of business at: 32 Cheswold Blvd., #1B, Newark, DE 19713, (hereinafter referred to as "Recipient"); and _____, having a place of business at _____ (hereinafter referred to as "Disclosing Party"), for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

(1) **Definition of Confidential Information.** As used herein, the term "Confidential Information" means pending patent applications and parts thereof, drafts of patent applications and parts thereof, and Disclosing Party "work product", as well as any information or material intimate to Disclosing Party, its affiliates or subsidiaries, that has or could have commercial value or other utility in the business in which Disclosing Party, its affiliates or subsidiaries, is engaged in and identified by Disclosing Party in writing as being confidential and

(a) presented by Disclosing Party to Recipient, or

(b) rightfully obtained by Recipient's personnel from Disclosing Party.

(2) **Scope.** This agreement pertains to preparation of illustrative artwork based on Disclosing Party's confidential information. Any other use of Disclosing Party's confidential Information shall be considered extraneous in the absence of prior written approval.

(2) **Relationships.** The relationship between Disclosing Party and Recipient for the scope of this agreement is a client-contractor relationship respectively. Disclosing Party and Recipient will engage in fee based business transactions involving preparation of illustrative artwork for Disclosing Party based on Disclosing Party's confidential Information. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(3) **Exclusions from Confidential Information.** Recipient's obligations under this Agreement do not extend to information that is:

(a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Recipient;

(b) discovered or created by the Recipient before disclosure by Disclosing Party;

(c) learned by the Recipient through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, affiliates and subsidiaries;

(d) is required by law to be disclosed by Recipient, provided that Recipient gives Disclosing Party prompt written notice of such requirement prior to such disclosure; or

(e) is disclosed by Recipient with Disclosing Party's prior written approval.

(4) Obligations of Recipient. Recipient shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

(a) Recipient shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. In the event that involvement of contractors and third parties is reasonably required, then similar agreements as herein, of no less restrictive terms, shall bind the involved third parties as well.

(b) Recipient shall not, without prior written approval of Disclosing Party, use extraneously for Recipient's own benefit, prematurely publish, transmit or distribute or otherwise extraneously disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

(c) Excluding Recipient's work product, Recipient shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information; if Disclosing Party requests it in writing.

(d) Recipient may retain a copy of the work product, rendered by Recipient to the Disclosing Party, for Recipient's confidential artwork portfolio. Recipient may use its artwork portfolio in the context of sample illustrations for Recipient's graphics related promotional material either with the written permission of Disclosing Party or otherwise when the terms of this Agreement allow and at no detriment to Disclosing Party.

(e) Recipient represents that it has no agreements or obligations to others in conflict with the foregoing and that if any present obligation to another is deemed by it to conflict with any work or undertaking for Disclosing Party pursuant to this agreement, Recipient shall promptly notify Disclosing Party of that fact so that appropriate measures may be taken to avoid such conflict.

(5) Reverse Disclosure. Disclosing Party and its representatives, affiliates or subsidiaries acknowledges that the relationship set forth in this Agreement should not be interpreted to require or involve the Recipient's own, as well as any of Recipient's other clients, Confidential Information to flow in the reverse direction; such as from Recipient to Disclosing Party and its representatives, affiliates and subsidiaries.

(6) Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Recipient's duty to hold Confidential Information in confidence shall remain in effect until:

(a) a written notice from Disclosing Party to Recipient releasing Recipient from this agreement.

(b) the Confidential Information disclosed under this agreement no longer qualifies as a trade secret due to no fault of Recipient; such as, but not limited to, when a patent application is granted and/or published by the USPTO or equivalent authority.

(7) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(8) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(9) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement shall be governed by the laws of the State of Delaware. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

OFFICE OF
XXXXX XXXXXXXX

RAYFLECTAR GRAPHICS

Signed _____

Signed _____

Name _____
(typed or printed)

Name _____
(typed or printed)

Date _____

Date _____