

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made between \_\_\_\_\_, (Discloser) and Copesetic inc. (Recipient), for any projects submitted to Copesetic Inc. for any reason.

Discloser owns certain proprietary and trade secret information relating to its business (collectively, the "Confidential Information"), which Discloser is willing to disclose to Recipient on a confidential basis for the sole purpose of Recipient's evaluation of its interest in fabricating prototype parts for Discloser. The parties agree that, in consideration of and as a condition to Discloser's delivery of such Confidential Information, Recipient shall hold such information confidential pursuant to the terms of this Agreement. Therefore, for good and valuable consideration, the Receipt and sufficiency of which is hereby acknowledged by both parties, Discloser and Recipient agree as follows:

1. The Confidential Information which Discloser will disclose to on a confidential basis may consist of technical or business information relating to the products and operation of Discloser's business. All information disclosed to Recipient by Discloser, orally or in writing, will be presumed to be Confidential Information for purposes of this Agreement.
2. Recipient will hold all Confidential Information in trust and confidence, will not disclose Confidential Information to any other person or organization, and will not use the Confidential Information except as set forth in this Agreement without the prior consent of Discloser.
3. Recipient agrees to use such Confidential Information solely for purposes of evaluating Recipient's interest in providing certain services to Discloser.
4. Recipient agrees that this Agreement shall be binding upon all of its officers, directors, employees, agents, representatives and affiliates, and that Recipient will disclose Confidential Information of Discloser only to those of its own officers, directors, employees, agents, representatives and affiliates as have a need to know such Confidential Information for the purpose of evaluating Recipient's interest in the proposed business relationship and who have themselves signed appropriate nondisclosure agreements.
5. No copies will be made or retained of any written Confidential Information supplied by Discloser.
6. The Confidential Information shall remain the property of Discloser. Immediately upon request by Discloser, or upon Recipient's determination not to proceed with the proposed business relationship, all Confidential Information shall be returned to Discloser at Discloser's expense.
7. It is understood that Recipient will have no obligation with respect to any information that is (a) public, (b) known by Recipient (as shown by written documentation) or generally known within the industry prior to the date of this Agreement, (c) released from its confidential status by the prior written consent of Discloser, or (d) becomes common knowledge within the industry after the date of this Agreement.
8. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and litigation expenses in addition to any other remedies.
9. It is the parties' intention that each provision of this Agreement be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall nevertheless remain in full force and effect.
10. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties hereto.
11. This Agreement will be interpreted according to the laws of the State of New York.

RECIPIENT - Copesetic Inc

DISCLOSER - \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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