

[LOGO]

CONFIDENTIAL NONDISCLOSURE

&

ANTI-SOLICITATION AGREEMENT

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[LOGO]

CONFIDENTIAL NONDISCLOSURE & ANTI-SOLICITATION AGREEMENT

CONFIDENTIAL NONDISCLOSURE & ANTI-SOLICITATION AGREEMENT

This Confidential Nondisclosure & Anti-Solicitation Agreement (hereinafter referred to as the “Agreement”) is made by and between the following parties (hereinafter referred to collectively as “the parties”):

1. AAAAAAAAAAAAAA. (hereinafter referred to as “Company”), and
2. The individual and/or entity identified as “Recipient” in section 26, below (hereinafter referred to collectively as “Recipient”).

Each of the parties enters into this Agreement on behalf of themselves, their representatives, heirs, executors, administrators, trustees, predecessors, successors, affiliates, subrogors, subrogees, lessees, lessors, grantees, assignees, assignors, subsidiaries, parent corporations, agents, employees, servants, officers, directors, members, shareholders, owners, alter egos, attorneys, general partners, limited partners, and representatives.

1. Recitals

- 1.01 WHEREAS, Company wishes to discuss certain prospective business matters with Recipient in a frank and confidential manner, and
- 1.02 WHEREAS, Recipient wishes to discuss certain prospective business matters with Company in a frank and confidential manner,
- 1.03 THEREFORE, the parties have mutually agreed to the following terms and conditions:

2. Confidential Information

2.01 Definition

“Confidential Information” as used in this Agreement shall mean any matter which is deemed by the Company in its sole discretion to be confidential. All of such information and material will be referred to herein as the “Confidential Information.” Such Confidential Information can exist in any form, including oral or written statements, information remembered, information stored electronically and information embodied in objects or processes. Such Confidential Information includes any information or material which has not been made available generally to the public and was or is: (i) generated or collected by or utilized in the operations of the Company and which relates to the actual or anticipated business or research and development of the Company; or (ii) suggested by or resulting from any task assigned or work performed by Recipient during the term of this Agreement or with which Recipient becomes or became familiar during the term of this Agreement. Examples of Confidential Information include, but are not limited to the following:

- 2.01.1 Information about the Company’s programs, plans and strategies, including the Company’s business, development, technological, capital investment, marketing, advertising, sales and financial programs, plans and strategies;
- 2.01.2 Information about existing, planned, proposed or developing the Company methods, programs, resources, products or services, including design, development, engineering, technology, features, suppliers, systems, combinations, applications, packaging, fees, rates, prices, charges, or internal costs;
- 2.01.3 Customer or prospect lists, customer requirements or preferences or other customer data developed or collected by the Company;

Company Initials: _____

Recipient Initials: _____

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- 2.01.4 Information about contract negotiations or contractual agreements with customers, investors, lenders, producers, suppliers or Customers, including bids, proposals, packages, strategies, plans, costs, prices, profit margins, financing or terms;
- 2.01.5 Financial, account, trading or cost information and projections concerning the Company has agreed or determined to keep confidential;
- 2.01.6 Information obtained from producers, customers, suppliers or others which the Company has agreed or determined to keep confidential;
- 2.01.7 Information about the Company transactions, including proposed transactions such as projects, purchases, mergers, joint ventures, partnerships, acquisitions or disposition of properties, equipment, assets or stock;
- 2.01.8 Information about other companies, particularly where the value of the securities of other companies is likely to be influenced by actions of the Company;
- 2.01.9 Information relating to personnel, management changes, human resources and payroll matters, including salary/compensation data.
- 2.01.10 Any other information designated by the Company as “Confidential Information.”

2.02 Nondisclosure and Nonuse Obligations

Recipient agrees that it will not make use of, disseminate, or in any way disclose Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of Company and any purpose Company may hereafter authorized in writing. Furthermore, the existence of any business negotiations, discussions, consultations or Agreements in progress between the parties shall not be released to any form of public media without the prior written approval of Company. Recipient agrees that it shall treat all Confidential Information of Company with the same degree of care as it accords to its own Confidential Information and Recipient represents that it exercises reasonable care to protect its own Confidential Information. If Recipient is not an individual, Recipient agrees that it shall disclose Confidential Information of Company only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Company in remedying any such unauthorized use or disclosure of the Confidential Information.

2.03 Ownership of Confidential Information and Other Materials

All Confidential Information and any Derivative thereof whether created by Company or Recipient, remains the property of Company and no license or other rights to confidential Information is granted or implied hereby. All materials furnished to Recipient by Company shall be returned to Company promptly at Company's request, together with any copies thereof.

2.04 Legal Action

Recipient understands and agrees that the Company is entitled to legal relief to prevent Recipient from using or disclosing such Confidential Information, and Recipient understands that they may be subject to other civil and/or criminal sanctions.

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2.05 Anti-Solicitation

Because of the inseparability of the Confidential Information from this Agreement, Recipient agrees that, consistent with the limitations of state law, for a period of at least one year following the termination (for any reason) of this Agreement, it shall not (whether acting alone or in concert with others) solicit any of the Company's customers, employees, contractors, suppliers or other business partners to direct any business or prospective business or income from the Company or to stop or alter the manner in which such customers, employees, contractors, suppliers or other business partners are doing business with the Company. After the one-year period, the parties hereto shall remain bound by the other limitations of this Agreement, including those related to disclosure and use of Confidential Information. To this end, with regard to any third party to whom Company introduces Recipient for a limited purpose (such as, for example, to exchange technical information as to product specifications), Recipient shall not query or discuss with said third party any further than the limited purpose for the introduction, including, but not limited to, the details of Company's relationship therewith, including, but not limited to, any pricepoints Company may have with said third parties for any business relationship between Company and said third parties.

3. Inventions and Intellectual Property

3.01 Definition

For purposes of this Agreement, inventions and intellectual property (hereinafter collectively referred to as "Developments"), shall include any idea, invention, or design of a useful article (whether the design is ornamental or otherwise), computer program and related documentation, and other work of authorship made or conceived during the term of this Agreement solely or jointly by Recipient, or created wholly or in part by Recipient, whether or not such Developments are patentable, copyrightable or susceptible to other forms of protection, and provided the Developments are: (i) are related to the actual or anticipated business or research or development of the Company; or (ii) are suggested by or result from any task performed for or on behalf of the Company. In the case of any "other work of authorship," such assignment shall be limited to those works of authorship which meet both conditions (i) and (ii) above. All Developments shall be considered a "work for hire."

3.02 Assignment

Recipient hereby assigns and agrees to assign effective upon the making or conception to the Company Recipient's entire right, title and interest in any Developments as defined hereinabove.

3.03 Representation as to Pre-Existing Developments

Recipient affirmatively represents that it has no such Developments unless Recipient has listed them separately and attached that list to this Agreement.

3.04 Prompt Disclosure and Further Documents

In connection with any of the Developments assigned by the preceding paragraphs, (i) Recipient shall promptly disclose them to the Company's management; and (ii) Recipient shall, on the Company's request, promptly execute a specific assignment of title to the Company or its designee and do anything else reasonably necessary to enable the Company or its designee to secure a patent, copyright or other form of protection therefor in the United States and in other countries.

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3.05 Disclosure as to Pre-Existing Developments

Recipient has listed separately on Exhibit G to this Agreement all Developments in which Recipient has any right, title or interest, and which were previously made or conceived solely or jointly by Recipient, or written wholly or in part by Recipient, whether or not previously identified to the Company. Recipient understands that he/she/it is affirmatively representing that Recipient has no such Developments unless he/she/it has listed separately and attached that list as Exhibit G to this Agreement. **Note:** Recipient also understands that it is in Recipient’s interest to establish that any of the above were made, conceived or written before this Agreement. Recipient also understands that he/she/it should not disclose any pre-existing Developments in detail, but should rather identify them only by the titles and dates of documents describing them. If Recipient wishes to interest the Company in any of them, Recipient knows he/she/it should contact the President of the Company, who will provide Recipient with instructions for submitting the pre-existing Developments to the Company.

4. Jurisdiction

In further consideration of the disclosures of Confidential Information which are made herein, as well as for all of the other terms and conditions of this Agreement, the parties hereto agree that jurisdiction for the resolution of any dispute arising from this Agreement is proper in the State of California.

5. Venue

In further consideration of the disclosures of Confidential Information which are made herein, as well as for all of the other terms and conditions of this Agreement, the parties hereto agree that the venue for the resolution of any dispute arising from this Agreement is proper in the Superior Court of State of California, County of Orange, Harbor District.

6. Choice of Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. In the event that any statute, judicial precedent or other laws of the State of California shall require or otherwise dictate that the laws of another State or jurisdiction be applied in any such action or proceeding, they shall be superseded by this paragraph and the remaining laws of the State of California shall nonetheless be applied in such action or proceeding.

7. Attorney’s Fees and Costs

In further consideration of the disclosures of Confidential Information which are made herein, as well as for all of the other terms and conditions of this Agreement, the parties hereto agree that in resolving any dispute arising from this Agreement, the party adjudged to be in breach or at fault shall pay the other party’s attorneys’ fees and all costs related thereto. In the event that both parties are adjudged to be in breach, each party shall bear its own attorney's fees and any costs related thereto.

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