

52 EIGHTY | **NON-DISCLOSURE AGREEMENT**

With respect to the Confidential Proprietary Information furnished by 52 Eighty LLC to _____ (hereafter "Vendor") in connection with 52 Eighty LLC's designs, plans and specification, drawings, technical information, business and/or commercial information, including, but not limited to, business plans, information pertaining to prospective or actual customers, contracts, jobs, financial information, and the like, Contractor agrees to the following.

1. To maintain the confidentiality of 52 Eighty LLC's Confidential Proprietary Business and Commercial Information furnished in oral, visual and/or written format and not to disclose such information to any third party, except as authorized by 52 Eighty LLC in writing.
2. To restrict disclosure of 52 Eighty LLC's Confidential Proprietary Information, Vendor agrees that such information shall not be provided directly or indirectly to any competitor or outside party, and that such information shall not be used adversely to the interests of 52 Eighty LLC.
3. To take precautions necessary and appropriate to guard the confidentiality of 52 Eighty LLC's Confidential Proprietary Business and Commercial Information.
4. That 52 Eighty LLC's Confidential Business and Commercial Information is and shall at all times remain the property of 52 Eighty LLC. No use of such information is permitted except as otherwise provided herein and no grant under any 52 Eighty LLC intellectual property rights is hereby given or intended including any license implied or otherwise.
5. To use 52 Eighty LLC's Confidential Business and Commercial Information only to evaluate potential business or contractual relationship(s) with 52 Eighty LLC.
6. All information provided to Contractor by 52 Eighty LLC shall be treated by Vendor as the Confidential and Proprietary Information of 52 Eighty LLC and shall not be disclosed to anyone without the written consent of 52 Eighty LLC.
7. The parties stipulate and agree that in the event of violation of the provisions hereof, in addition to any other available relief, 52 Eighty LLC shall be entitled to obtain injunctive relief. In the event a suit is necessary because of the violation of the provisions hereof, then in addition to any available recovery and injunctive relief, 52 Eighty LLC's entire costs of litigation, including court costs and reasonable attorneys fees.

IN WITNESS WHEREOF, 52 Eighty LLC and Vendor have executed this Non-Disclosure Agreement.

52 Eighty LLC

BY: _____

TITLE: _____

WITNESS: _____

DATE: _____

VENDOR:

BY: _____

TITLE: _____

WITNESS: _____

DATE: _____