

NONDISCLOSURE / NON-COMPETE AGREEMENT

This Agreement is made on _____ (Date) by and between _____
(The Disclosing Party), whose address is _____, and

_____ (The Receiving Party), whose address is
_____. The parties

Hereby agree as follows:

In its sole discretion, The Disclosing Party will provide to The Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to evaluate its interest in The Disclosing Party for the purpose of engaging in business. This Nondisclosure Agreement will put into effect the following terms and conditions:

1. Definition

For purposes of this Agreement, "Confidential Information" shall mean the information received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means, which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information.

This information can be considered proprietary in nature, and represents a significant investment in product development including trade secrets, patents and manufacturing sources, and includes all other information including demographics, business plans, and marketing strategies as well as all proprietary marketing materials such as logos, slogans, printed materials, and packaging.

2. Protection and Purpose

All "Confidential Information" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" received from the Disclosing Party except for the evaluation purposes set forth above.

3. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

4. Ownership

All tangible information, including product samples, written business plans, financial spreadsheets, product specifications, marketing materials and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

5. Termination

The Receiving Party agrees to not independently produce a similar item, or any other products that may be comparable to existing product lines and therefore compete with the Disclosing Party in the marketplace, for a period of five years from the date of this document.

This Agreement is to be construed in accordance with the laws of the State of _____ in the United States of America and shall terminate five (5) years from the effective date of this Agreement.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress, dated _____ 20____

DISCLOSING PARTY NAME

By: _____ Date: _____
(Authorized Signature and Date)

Name:

Title:

Company:

RECEIVING PARTY NAME

By: _____ Date: _____

(Authorized Signature and Date)

Name:

Title:

Company: