

Confidentiality and Non-disclosure Agreement

PURPOSE OF THIS AGREEMENT: this Agreement is designed to protect personal information, proprietary ideas, concepts and other information that is deemed proprietary that will be discussed during any preliminary or subsequent meetings between the parties. This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made effective and extends for a period of two (2) years from the date noted below.

In this Agreement Harry Shaw Model Maker Inc. will hereinafter be referred to as (Shaw) and the undersigned will be referred to as (Client).

This Agreement is initiated for the purposes for authorizing review of Information the Client will provide to Shaw specific to producing a prototype the Client is requesting Shaw to produce.

Should the parties decide to move forward with developing the prototype a formal Agreement will be developed and executed which will include complete scope of work, cost, fees and completion times.

During the course of this Agreement Shaw and the Client may discuss information that is of proprietary nature and as such the parties mutually agree to keep such information confidential. This confidentiality extends to all employees, agents, subcontractors and representatives of the parties and also extends to any subsidiaries and affiliates.

Therefore the parties agree as follows:

CONFIDENTIALITY: In all cases it is required that Shaw and the Client keep in confidence the following confidential information that either party may have knowledge of, or may have access to, except in cases where the information may be, or will be public knowledge. Further the parties will keep in confidence the following information relative to the other party:

- technical information
- inventions
- current or potential products and product design information
- copyrights and other intellectual property

PROTECTION OF CONFIDENTIAL INFORMATION: Shaw and the Client understand and acknowledge that the Confidential Information may have been developed or obtained by the other party with the investment of significant time, effort and expense and that the Confidential Information may be a valuable, special and unique asset of the other party. Therefore, parties agree to hold in confidence and to not use, or disclose the Confidential Information to any person or entity, without the prior written consent of the other party.

RELATIONSHIP TO PARTIES: Neither party has any obligation under this Agreement to accept, provide, or purchase any service, or item from the other party. Further, this Agreement does not create any agency, partnership, or joint venture.

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GENERAL PROVISIONS: This Agreement sets forth the entire understanding of the parties regarding confidentiality and non-disclosure. Any amendments to this Agreement must be in writing and signed by both parties.

This Agreement shall be construed under the laws of the State of New Jersey. This Agreement shall not be assignable by either party and neither party may delegate its duties under this Agreement, without the consent of the other party.

Harry Shaw Model Maker Date

Client – printed name Date

Client – authorized signature Date