

CONFIDENTIAL DISCLOSURE AND NON-USE AGREEMENT

THIS AGREEMENT is made and entered into by and between Type G Engineered Development, LLC (hereinafter “the Recipient”), and [REDACTED], an individual/business having an address at [REDACTED] (hereinafter the “Disclosing Party”);

WITNESSETH:

WHEREAS, Disclosing Party has conceived, designed, and developed an original [REDACTED] concept, which concept is embodied in the form of confidential information and confidential materials (hereinafter “Confidential Information”);

WHEREAS, Disclosing Party considers the Confidential Information to be of considerable value;

WHEREAS, Recipient desires to evaluate the Confidential Information for the purpose of evaluating a further business relationship between Disclosing Party and the Recipient, or for any other purposes contemplated by and between the parties at the time of execution of this Agreement; and

WHEREAS, Disclosing Party wishes to keep the Confidential Information confidential until a patent issues or is finally denied on its application.

NOW THEREFORE, in consideration of the mutual undertakings set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

I. DISCLOSURE

1. “Confidential Information” shall, for the purpose of this Agreement, mean all information related to new products which is created, developed, or otherwise generated by or on behalf of Disclosing Party and is provided by or on behalf of Disclosing Party to Recipient.

2. Recipient agrees to accept this disclosure of the Confidential Information in confidence and trust and to maintain the Confidential Information and all disclosure materials relating thereto confidential and secret. Specifically, Recipient will not disclose the Confidential Information or any disclosure materials or information relating thereto to any other person, firm, organization or corporation, and will not use the Confidential Information or any disclosure materials or information relating thereto, other than for purposes of evaluating the Confidential Information, without the express written permission of Disclosing Party.

3. Prior to revealing or disclosing the Confidential Information to any other person, firm, organization, corporation, or agents, Recipient will require said person, firm, organization, corporation, or agents to agree to and be bound by the terms of this Agreement.

4. Nothing in this Agreement shall limit the right of Recipient to use information which:

- (a) at the time of this Agreement is publicly and openly known and in the public domain;
- (b) after the date of this Agreement becomes publicly and openly known and in the public domain through no fault of Recipient, its directors, officers, employees or agents as the case may be; and

(c) is in Recipient's possession and documented prior to this Agreement, lawfully obtained from a source other than Disclosing Party and said source is not subject to any obligation of confidentiality.

5. Recipient agrees to exercise all appropriate steps to safeguard the confidentiality of the Confidential Information and shall neither disclose nor use said Confidential Information in a manner other than as permitted in this Agreement without the prior written consent of Disclosing Party.

II. USE

1. Recipient agrees not to attempt to use any of the information presented in the Confidential Information, nor to encourage any other person, firm, organization or corporation to do so without the express written permission of Disclosing Party.

2. Recipient agrees not to attempt to reverse engineer the Confidential Information nor to encourage any other person, firm, organization or corporation to do so without the express written permission of Disclosing Party.

3. Recipient shall not directly or indirectly purport to reproduce, copy, license, manufacture, distribute, sell or permit or acquiesce in the manufacture, distribution or sale of products or services using the Confidential Information under any circumstances not negotiated between the parties.

4. Except for the limited right to use granted in this Agreement, no right or license, either express or implied, under any patent, copyright, trade secret, or otherwise, pertaining to the Confidential Information, or other related information is granted hereunder.

III. RIGHTS AND REMEDIES

1. Recipient shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by the Recipient or its Representatives, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

2. Recipient and/or its Representatives shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials (prepared by or on behalf of Disclosing Party) at Disclosing Party's request. All documents, memoranda, notes and other writings whatsoever, including without limitation electronic copies such as e-mail and computer files, whether machine or user readable, prepared by the Recipient or its representatives based on the Confidential Information or Confidential Materials shall be destroyed at Disclosing Party's request, and such destruction shall be certified in writing to Disclosing Party.

3. Recipient shall not have the right to obtain any form of intellectual property protection for inventions, developments, modifications or works of authorship created which include Confidential Information. Recipient agrees to promptly disclose to Disclosing Party all inventions, developments, modifications and works of authorship created which include Confidential Information.

4. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedy shall not be deemed to be an exclusive remedy, but shall be in addition to all other remedies available to Disclosing Party. If Disclosing Party is required to initiate action to enforce the obligations hereunder and is successful, then Recipient agrees to reimburse Disclosing Party for all costs and expenses including reasonable attorneys fees incurred in this regard.

5. If Recipient is compelled to disclose Confidential Information by governmental or judicial process, Recipient agrees to promptly provide Disclosing Party with written notice of such request to allow sufficient time for Disclosing Party to seek a protective order.

IV. MISCELLANEOUS

1. This is a fully integrated agreement which constitutes the entire understanding between the parties hereto with respect the subject matter herein. There are no understandings, representations or warranties except as are contained in this document. This document supersedes all prior understandings, representations, warranties, indemnities or agreements between the parties.

2. This Agreement may be modified only by a writing signed by an authorized representative on behalf of each party.

3. The period for protecting Confidential Information furnished under this Agreement shall expire upon the issuance of or denial of a patent based on its application for patent presently filed in the United States Patent and Trademark Office.

4. This Agreement shall inure to the benefit of, and be binding on, the parties, their agents, servants, employees, attorneys, heirs, successors and assigns.

5. The signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the entity for whom they have signed, and all parents, subsidiaries and related companies of said entity.

6. Each party to this Agreement acknowledges that it has read this Agreement, and that it fully understands and appreciates its contents, and that it executes this Agreement voluntarily and of its own free will.

7. This Agreement shall be construed without regard to the party or parties responsible for the preparation of the same, and shall be deemed as prepared jointly by the parties hereto.

8. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance, shall, to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

9. In the event of a default or breach of any provision of this Agreement by any party, the non-breaching party shall be entitled to all costs and expenses arising out of said default or breach, including without limitation reasonable attorneys' fees paid or incurred by the non-breaching party to enforce the terms of the Agreement.

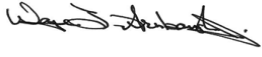
10. Waiver of any breach of this Agreement by any party shall not be a waiver of any other breach of this Agreement.

11. The "Effective Date" of this Agreement shall be the date of signing of the last party to sign the Agreement below.

12. The validity of this Agreement and all rights and obligations contained herein shall be determined by applying the law of the sovereign State of North Carolina, excepting that no effect shall be given to any choice of laws provisions which would require that the Agreement be interpreted under the laws of any other jurisdiction.

13. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this the _____ day of _____, 20____.

Recipient: 
(Signature)

Wayne L. Grubaugh, Jr.
(Printed Name)

by: President & Owner
(Title of Authorized Signatory)

Disclosing Party: _____
(Signature)

(Printed Name)

by: _____
(Title of Authorized Signatory)