



## Non-Disclosure and Confidentiality Agreement

A NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT made between N2VATE Inc a California Corporation (N2VATE) and \_\_\_\_\_ (“the undersigned”) for disclosure of business sensitive and confidential information.

Whereas, N2VATE agrees to disclose to the undersigned and the undersigned agrees to disclose to N2VATE certain information that either or both parties consider as proprietary for the purpose of collaborative business discussions and activities, both parties agree to keep confidential the other party’s proprietary information:

NOW THEREFORE, it is agreed:

1. PROPRIETARY INFORMATION shall mean technical or business information disclosed in written or verbal form. N2VATE and the undersigned agree to use this information received from the other party only for the purpose of jointly evaluating collaborative efforts, or contract work, and shall not disclose the information to third parties without the written consent of the party providing the information, nor to make any commercial use of the information except as may be provided for in separate agreements.
2. EXCLUSIONS – It is understood that PROPRIETARY INFORMATION shall not include information which (a) was in the possession at the time of disclosure by the receiving party and was not acquired directly or indirectly from the other party; (b) or was in the public domain at the time of such disclosure; (c) becomes part of the public knowledge or literature through no fault of the receiving party, as of the date of its becoming part of the public knowledge or literature.
3. KEEP CONFIDENTIAL shall mean that the receiving party shall not disclose the PROPRIETARY INFORMATION to any third party without the written consent of N2VATE or an authorized representative of N2VATE or the undersigned, whichever provided the PROPRIETARY INFORMATION, nor to use the information to pursue business activities directly or indirectly that make use of the PROPRIETARY INFORMATION or to gain a competitive position.
4. TERMS – This Agreement shall be effective as of the date executed by the undersigned and duly authorized representative of N2VATE for a period of three (3) years.
5. The parties agree to obligate their respective employees, associates, coworkers, vendors that shall have access to any portion of the PROPRIETARY INFORMATION to protect its confidential and proprietary nature.

\_\_\_\_\_  
Donald K. Kloos, N2VATE

\_\_\_\_\_  
Undersigned signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_