

## Non Disclosure Agreement

Parties:-

A) Engineering & Manufacturing Services, Inc (EMS)

B) \_\_\_\_\_

Whereas:-

The parties possess valuable information, technical knowledge, experience and data of a secret and confidential nature relating to the field, all of which are regarded by them as commercial assets of considerable value; and The parties are willing to disclose such information to each other on the condition that the recipient of the information does not disclose the same to any third party nor make use thereof in any manner except as set out below.

In consideration of such disclosure to each other, it is agreed by and between the parties hereto as follows;

1. The receiving party undertakes to treat as strictly confidential and not to divulge to any third party any of the information disclosed by the other and not to make use of any such information without the disclosing party's prior written consent.

2. In the event of one party visiting any of the Establishments of the other party, the visiting party undertakes that any information relating to the field which may come to its knowledge as a result of any such visit, inclusive of the form, materials and design of various elements of any relevant plant and equipment which may be seen at such Establishments as well as all the plant as a whole, the methods of operation thereof and the various applications thereof, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way by the visiting party without the other party's prior written consent.

3. The above undertaking shall not apply to:

a) Information which at the time of disclosure is published or otherwise generally available to the public. b) Information which after disclosure by the disclosing party is published or becomes generally available to the public, otherwise than through any act or omission on the part of the receiving party. c) Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly from the disclosing party. d) Information rightfully acquired from others who did not obtain it under the pledge of secrecy to the disclosing party.

4. The parties agree that after three years from the date hereof they shall each be relieved from all obligations under the Agreement and that after such period has expired they will rely on such patents as they may then own for the protection of any information disclosed to each other pursuant to this Agreement.

5. The terms of this Agreement shall be deemed to apply also to the servants or agents or legally associated entities of the receiving party who shall require their said servants or agents or legally associated entities to observe the foregoing obligations.

6. Neither the execution of this Agreement, nor the disclosure of any Proprietary Information hereunder, shall be construed as granting either expressly or by implication, estoppel or otherwise, any license under any invention or patent now or hereafter owned by or controlled by the parties.

7. This agreement shall not be construed in any manner to be an obligation to enter into further contract or to reimburse the cost of any effort expended by either party.

8. This agreement shall be interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date hereof.

A) Engineering & Manufacturing Services, Inc



By: \_\_\_\_\_

Name: Mark Kemper

Title: President

B) \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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