



## BILATERAL NON-DISCLOSURE AGREEMENT

Effective \_\_\_\_\_, "Bluetronix Inc." an Ohio corporation and "\_\_\_\_\_" (Hereinafter referred individually as "Party" or collectively as "Parties"), \_\_\_\_\_ residing at \_\_\_\_\_ agree as follows:

1. The Parties have developed or acquired certain information, including valuable trade secrets, patents, contacts, product designs, etc. which each Party regards as proprietary ("Proprietary Information"). The Parties desire to exchange this information for the purpose of exploring opportunities. The Parties are willing to furnish such Proprietary Information to each other, to further a business, provided all such Proprietary Information is protected from unauthorized disclosure and use under the terms and conditions herein.

2. For purposes of this Agreement, "Proprietary Information" means all information furnished by the Parties during the term of this Agreement, in whatever form, under or in connection with this Agreement and specifically designated as Proprietary Information. When disclosed, in writing, Proprietary Information will be identified and labeled as such. When disclosed orally, such Proprietary Information must be reduced to writing within fifteen (15) business days and identified and labeled in order to receive the protection afforded by this Agreement.

3. Subject to Section 5, the Receiving Party shall preserve and protect the Proprietary Information received from the Disclosing Party under this Agreement in confidence and shall protect the Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use or disclosure of the Proprietary Information as the Receiving Party uses the preserve and protect its own Proprietary Information. The Receiving Party shall make such Proprietary Information available only to those of its employees who have a need to know in connection with the use authorized in Paragraph 1 and who are under obligation to preserve the Proprietary Information in confidence, and shall not disclose the Proprietary Information to any third party without written authorization from the other Party.

4. The Parties shall use the Proprietary Information solely for the purposes set forth in Paragraph 1. In addition, each Party agrees to designate in writing a specific individual responsible for disclosing or receiving Proprietary Information.

5. This Agreement imposes no obligation upon the Receiving Party with respect to Proprietary Information that:

- a. was in possession of the Receiving Party without restriction before receipt from the Disclosing Party;
- b. is or becomes publicly available without breach of this Agreement;
- c. is independently developed by the Receiving Party;
- d. is rightfully received by the Receiving Party from a third party without obligation of confidentiality;
- e. is disclosed by the Receiving Party with the Disclosing Party's prior written approval; or
- f. is disclosed as required by judicial action, provided the Party claiming the proprietary interest is promptly notified and afforded an opportunity to seek a protective order.

6. Proprietary Information shall remain the property of the original owner. Neither this Agreement nor the transfer of Proprietary Information hereunder shall be construed as granting any right or license, express or implied, under any patent, copyright, trade secret or other intellectual property right now or hereafter owned or controlled by either Party. Information which may be transmitted by one Party to the other Party shall not constitute any representation, warranty, assurance, guarantee or inducement by the





other Party with respect to the infringement of patents, copyrights, trade secrets, or other proprietary rights of others.

7. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party or upon expiration of period of (36) months from the effective date of this Agreement, whichever occurs first. Termination of this Agreement for any reason shall not relieve the Parties of any obligation to preserve the Proprietary Information in confidence pursuant to Paragraph 3.

8. Upon termination, each Party shall cease use of the other Party's Proprietary Information, and shall either return or destroy all Proprietary Information, including authorized copies thereof, and furnish the other Party with written certification of destruction.

9. Each Party shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall grant to a party the right to make commitments of any kind for, or on behalf of, another Party. This Agreement shall not be construed in any manner to be an obligation by either Party to enter a contract, subcontract, or other business relationship with the other Party.

10. Failure by either Party to require the other Party's performance of any of the terms of this Agreement, or waiver by either Party of any breach of this Agreement by the other Party shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

11. Each Party agrees to comply with all export laws and regulations of the United States applicable to any information disclosed hereunder.

12. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party.

13. This Agreement shall be deemed to have been executed and entered into in the state of Ohio, USA, and this Agreement and its formation, operation and performance shall be governed, construed, performed and enforced in accordance with the laws of the , USA, without giving effect to the principles of conflicts of law thereof. State of Ohio

14. This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof, and merges all prior discussions and negotiations between them with respect to such subject matter, and may be modified only in writing signed by authorized representatives of the Parties.

The Parties have caused this Agreement in to be executed in duplicate originals by their duly authorized representatives as of the dates set forth below. This Agreement shall be effective as of the last date of signature.

Company " \_\_\_\_\_ "

Bluetronix Inc.

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

By: Mark Hunter Heiferling *Mark Hunter Heiferling*

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

Title: CEO

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

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

Phone # \_\_\_\_\_ FAX \_\_\_\_\_

Phone # 440.247.3434 FAX-440.543.2955

Print Name \_\_\_\_\_

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Chagrin Falls OH 44023  
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OH 44122

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