

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 20 ____, by and between

_____ (DISCLOSER)

and **ART TEC** (DISCLOSEE).

WHEREAS, DISCLOSER is engaged in the development, manufacture, marketing and sale of

(brief description of invention)

which involves the development and utilization of information, technology and trade secrets not generally known, and which information, technology and trade secrets may, without limitation, include information relating to research, development, inventions, manufacture, processes, formulas, engineering, product specifications, technical information, marketing, merchandising and selling (hereinafter collectively referred to herein as the "Confidential Information"); and

WHEREAS, in performing functions of design and in using the technology and processes developed by disclosee, ART TEC shall necessarily have access to the Confidential Information; and

WHEREAS, the use of the Confidential Information by, or its disclosure to, any person, organization or entity other than DISCLOSER and its duly licensed and authorized employees or contractors would be highly detrimental and damaging to DISCLOSER; and

WHEREAS, ART TEC desires to perform certain functions in connection with which it will or may have access to the Confidential Information belonging to DISCLOSER; and

WHEREAS, ART TEC acknowledges that DISCLOSER has a proprietary interest in the Confidential Information and that the materials, technology, inventions, processes, formulas, product specifications, technical information, engineering and research are highly confidential and constitute trade secrets and ART TEC accordingly recognizes and acknowledges that it is essential to DISCLOSER to protect the confidentiality of the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

Acknowledgement of Trade secrets. ART TEC hereby acknowledges that the confidential information and trade secrets defined herein as the "Confidential Information" are owned and shall continue to be owned solely by DISCLOSER

Nondisclosure of Confidential Information. ART TEC hereby agrees that neither it nor any of its agents, independent contractors or other persons, organizations or entities over which it has control, will at any time during or after its relationship with DISCLOSER, directly or indirectly appropriate, use, publish, disseminate or disclose in any way, on its own behalf or on behalf of any third party, organization or entity, any of the Confidential Information for any purposes not related to the disclosed information referred to in this document, without the express, prior written consent of DISCLOSER, ART TEC further agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy and confidentiality of the Confidential Information will be strictly maintained.

