

Non-Disclosure and Non-Circumvention Agreement

This Nondisclosure Agreement (the “Agreement”) is entered into by and between ABC LLC, a Florida limited liability company (“Disclosing Party”), and 123 Corp., a Florida corporation, its employees, agents and assigns (“Receiving Party”), for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. Now, therefore, in consideration of the covenants and agreement set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to enter into a confidential relationship with respect to the use or disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Purpose. The Disclosing Party intends to disclose certain confidential and proprietary information to the Receiving Party for the limited purpose of conducting a patentability search and analysis on certain aspects of Disclosing Party’s business model. Receiving Party may use such Confidential Information for this limited purpose only subject to the terms and conditions of this Agreement.

2. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information, documentation, or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. The parties hereby agree that all information or documentation submitted or provided by the Disclosing Party, its employees, agents or assigns, to the Receiving Party pursuant to the professional relationship between the parties and subject to this Agreement shall be treated as Confidential Information.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information or ideas, concepts or proprietary value that may be derived from Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the

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