

MUTUAL NONDISCLOSURE AGREEMENT

THE PARTIES TO THIS AGREEMENT ARE:

Mindrum Precision, Inc. 10,000 4 th Street Rancho Cucamonga, CA 91730	Company: _____ Address: _____ _____
--	---

IT IS UNDERSTOOD AND AGREED THAT:

- 1) The Parties, for their mutual benefit, may disclose to each other business or technical information which the Parties consider to be Proprietary Information. The Party disclosing information hereunder is referred to as "Discloser"; the Party receiving information hereunder is referred to as "Recipient."
- 2) All information given by the Discloser to the Recipient will be considered Proprietary Information, whether it is written, oral or by demonstration.
- 3) It is expressly understood and agreed by the Parties that unauthorized disclosure of Proprietary Information could be severely damaging to the Discloser. The Recipient will exercise the same degree of care, but no less than reasonable care, as it would its own Proprietary Information to prevent unauthorized disclosure. Only those who have a need to know will be given access to Proprietary Information.
- 4) The Recipient, without the prior written consent of the Discloser, will not disclose any Proprietary Information to others, including any agents or consultants. No copies, models or replicas shall be made of any Proprietary Information at any time without express written consent.
- 5) No Parties will have any obligation or assume any liability with respect to any portion of Proprietary Information that:
 - 1) the Recipient can demonstrate by written record was previously known to them.
 - 2) is, or becomes, available to the public through no fault of the Recipient.
 - 3) is lawfully obtained by the Recipient from a third party and is not subject to an obligation of confidentiality, or is independently developed by others.
- 6) No license or conveyance of any rights under any discoveries, inventions, patents, copyrights (published or unpublished), trade secrets or other intellectual property rights of the Discloser are granted to the Recipient, or implied by this Agreement.
- 7) This Agreement shall continue in effect for five years from the effective date of this Agreement, unless extended or terminated earlier by mutual agreement. Upon termination of this Agreement, the Recipient will return all Proprietary Information to the Discloser.

MINDRUM PRECISION, INC.

COMPANY

X _____

X _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

