

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Thin Film Partners LLC, an ID corporation having its principal place of business at 2976 E State Street #102-32 Eagle, ID 83616 ("Thin Film") and _____, a _____ corporation whose principal mailing address is _____ (the "Second Party").

WHEREAS Thin Film and the Second Party (the "Parties") have an interest in participating in discussions concerning **coating materials, service and/or methods** ("Purpose") wherein either Party might share information ("Disclosing Party") with the other ("Recipient") that the Disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the Disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the proprietary and confidential nature of the information prior to disclosure and summarizing the Confidential Information in a written memorandum delivered to the other Party within thirty (30) days..
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the Recipient shall refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the Disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the Disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information except that one copy of Confidential Information can be retained for record purposes only. The Parties agree that the disclosing Party may suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party may be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

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4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The Disclosing Party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of [insert the period of time in which you want the NDA to govern, 1 or 2 years would be fine] years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement and expire [insert years, anywhere from 3 to 10 years would be fine] years from the Effective Date.
10. Neither party acquires any license under intellectual property rights of another party under this Agreement except to the limited right to use Information as set forth in the Purpose of the Agreement
11. Neither party has an obligation under this Agreement (a) to purchase any service or item from the other party, or (b) to offer for sale products using or incorporating Information.
12. The Recipient shall adhere to the U.S. Export Administration laws and Regulations and shall not export or re-export any technical data or products received from Discloser or the direct product of such technical data to a proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
13. All additions or modifications to this Agreement must be made in writing and must be executed by both parties.

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14. This Agreement is made under and shall be construed according to the laws of the State of Idaho.

IN WITNESS WHEREOF:

THIN FILM PARTNERS, LLC.

COMPANY: _____

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title