



ENGINEERING

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NON-DISCLOSURE/NON-USE AGREEMENT

This Agreement is made by and between 2G Engineering, LLC (“Disclosing Party”) and _____ (“Recipient”).

1. **Background.** The Disclosing Party has developed and/or acquired business and technical information which includes intellectual property as it relates to mechanical designs and manufacturing drawings (“Proprietary Information”). Disclosing Party desires to disclose to Recipient and Recipient desires to receive from Disclosing Party Proprietary Information for the sole purpose of having Recipient evaluate Proprietary Information and potentially enter an agreement with Disclosing Party to assist with Manufacturing as related to the Proprietary Information. The parties have entered into this Agreement in order to preserve the confidentiality of any portion of Proprietary Information that may be confidential information; to set forth the respective ownership of such Proprietary Information; and to define the permissible uses of Proprietary Information by Recipient.

2. **Confidential Information.** The term “Confidential Information” shall include the information and diagrams, flowcharts, models, designs, techniques, methods and know-how that are not generally known to the public which has value while the owner keeps the information confidential through reasonable means. Confidential Information includes information disclosed prior to, on or after the date of this Agreement, which has been identified by Disclosing Party as Confidential Information. Confidential Information also includes all correspondence exchanged between parties in furtherance of the evaluation of Proprietary Information and during any license negotiations, whether or not the parties ultimately enters a license agreement.

3. **Disclosure, Use and Ownership of Proprietary Information.** Recipient hereby acknowledges that Disclosing Party is the owner of Proprietary Information. In consideration of Disclosing Party disclosing Proprietary Information to Recipient, Recipient shall hold in confidence, and shall not disclose to any other person, corporation, business or organization the portions of Proprietary Information that encompasses Confidential Information, unless Disclosing Party has authorized disclosure to a specified third party in writing. Further, Recipient shall use Proprietary Information only for the purpose set forth in this agreement, and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another, unless Disclosing Party has authorized a specified use in writing. Prohibited use includes but is not limited to, the use of such Proprietary Information to oppose to any patent application filed by the Disclosing Party that is based upon Proprietary Information. Recipient shall limit dissemination of Proprietary Information to only its own employees and agent: a) who have a need to know such information in order to further the evaluation process; b) whom have been pre-approved by Disclosing Party; and c) with whom the Recipient has either employment agreement having the Confidentiality clause or a contract including such Confidentiality clause. The restrictions in this paragraph shall include disclosure by Recipient to persons or entities that controls or is controlled by Recipient, or is under the common control of another person or entity, including, but not limited to, affiliates, corporate parents, divisions, subsidiaries (“Related Parties”). In addition to obtaining written

authorization for disclosure to Related Parties and other third parties, such parties are required to execute agreements to treat the Confidential Information in accordance with the terms of this agreement.

4. **Confidentiality Exceptions.** The obligations of the Recipient to hold information in confidence, as required above, shall not apply to any information to the extent that such information: (a) is or becomes generally known to the public through no wrongful act on the part of Recipient; (b) can be proven to be in the Recipient's possession at the time of disclosure by the Disclosing Party otherwise than as a result of Recipient's breach of any legal obligation; (c) is or became known to the Recipient through disclosure by sources other than the Disclosing Party having the legal right to disclose such information; (d) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Disclosing Party and takes all reasonable and lawful actions requested by the Disclosing Party to avoid and/or minimize the extent of such disclosures; or (e) can be proven to be independently developed by the Recipient. In addition, Recipient may disclose confidential Information to the extent necessary to seek advice from legal counsel.

5. **Return of Documents.** Recipient shall, upon termination or expiration of this Agreement, or upon the request of Disclosing Party, return to Disclosing Party, or destroy all documents and other tangible manifestations of Proprietary Information received by Recipient (including all original copies, and reproduction or duplication thereof).

6. **Remedies.** Recipient acknowledges that the Disclosing Party may not have an adequate remedy at law for money damages in the event of a breach of this Agreement. It is accordingly agreed that Disclosing Party may, in the event of the breach of this Agreement by Recipient, be entitled to specific performance of the terms hereof in addition to any other remedies, such as monetary damages and injunctions.

7. **No Right or License.** Except as specified herein, no right or license, either expressed or implied, under any trade secret, trademark, copyright, patent or patent application is granted hereunder.

8. **Miscellaneous Provisions.**

8.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. In the event that any term of this Agreement is inconsistent with the term and/or conditions of any other Agreement between the parties, whether executed before or after the effective date of this Agreement, this Agreement shall control.

8.2 **Amendment.** This Agreement may be amended or modified only by a written instrument executed by all parties hereto.

8.3 **Governing Law, Forum and Attorney Fees.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. In the event of a dispute regarding any aspect of the Agreement, the parties hereby agree to submit to the jurisdiction of a state or federal court in Dane County in the State of Wisconsin. In any legal action or other proceeding brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney fees and the cost the action or proceeding.

8.4 **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one

occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

8.5 Headings. The captions of the sections of this Agreement are for convenience or reference only and in no way define, limit or affect the scope of substance of any section of this Agreement.

8.6 Unenforceability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their successors and permitted assigns.

8.8 Term. With the exceptions recited below, this Agreement and all obligations hereunder will terminate two (2) years after the effective date set forth above. (a) The obligations to maintain the confidentiality of Confidential Information shall survive termination of this agreement until such time that through a Confidentiality Exception, the information becomes public knowledge. (b) The obligations to refrain from using Proprietary Information for any purpose other than that set forth in this agreement, and from using or exploit such Proprietary Information for its own benefit or the benefit of another, unless Disclosing Party has authorized a specified use in writing, shall survive termination of this agreement until such time that such information that through a Confidentiality Exception, becomes public knowledge, or the term of all patents issued from such information expires. (c) The terms regarding the Governing Law and Forum shall survive any expiration, termination or cancellation of this Agreement.

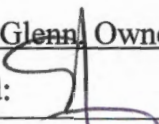
8.9 Notice. Any notice or request that is required to be in writing shall be delivered to the recipient set forth below: a) personally; b) by certified mail, return receipt requested; or c) to the e-mail address below:

Physical Address:
2G Engineering, LLC
2752 Capitol Drive, STE 103
Sun Prairie, WI 53590

Email:
eglenn@2g-eng.com

8.10 Counterparts. This Agreement may be signed in counter-parts, whereby copies of this Agreement having signatures shall have the same force and effect of an original, provided each party has provided a signature or a copy thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below the signature. By signing below, the undersigned warrant and represent that they are authorized to sign for and bind the entities which they represent.

<u>Emily Glenn, Owner, 2G Engineering LLC</u>	_____
Signed: 	Signed: _____
Date: <u>4/11/18</u>	Date: _____