

Strategic Partners Global Solutions

Mutual Non-Disclosure Agreement

THIS NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into on Date: _____ Between _____ (the "Recipient") and Strategic Partners Global Solutions a California Corporation, (the "Company").

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, and the Recipient and Company may disclose to each other certain confidential technical and business information that the parties desire to be treated as confidential. Specifically this is directed to the projects defined as Patent Sales.

2. **"Confidential Information"**. All information disclosed, whether marked confidential or not, shall be deemed to be "Confidential Information." In particular, Confidential Information shall be deemed to include any, persons and entities introduced or information supplied by the other party, technology, content, trade secret, information, process, technique, training manual, workbook, algorithm, computer program (source and object code), design, drawing, formula, business plan or test data relating to any research project, work in process, future development, engineering, manufacturing, marketing, servicing, financing, strategic partnership or personnel matter relating to the parties, its present or future products, services, sales, suppliers, clients, customers, employees, investors, business plans, business strategies, cost of operations, and strategic relationships, whether in oral, written, graphic or electronic form. Confidential Information may also include information disclosed to the parties by third parties. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the parties; (ii) becomes publicly known and made generally available after disclosure by the parties through no action or inaction of the parties; (iii) is already in the possession of the parties at the time of disclosure by the other party, as shown by the parties files and records; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the party without use of or reference to the other parties Confidential Information, as shown by documents and other competent evidence in the receiving parties possession; or (vi) is required by law to be disclosed by the other party, provided that the receiving party gives the giving party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. **Non-use and Non-disclosure.** The parties shall not use the other party's Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between them. Both parties shall not disclose the other party's Confidential Information to third parties or to such party's employees, except to those employees of the Recipient who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship and both parties agree that its employees shall be bound by the terms of this Agreement. Both parties shall not reverse engineer, disassemble, nor decompile any software, or other tangible objects that embody the other parties Confidential Information and that are provided to the other party under this Agreement.

4. **Maintenance of Confidentiality.** Both parties shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the others Confidential Information. Without limiting the foregoing, both parties shall take at least those measures that it takes to protect its own most highly confidential information, including such reasonable measures as are necessary to ensure that employees and agents abide by the terms of this agreement, protect the secrecy of, avoid disclosure and unauthorized use of the others Confidential Information. Both parties shall not make any copies of the others Confidential Information unless approved in writing by the other party. Both parties shall reproduce the other party's proprietary rights notices on any approved copies.

5. **No Obligation.** Nothing in this Agreement will obligate either party to proceed with any transaction between the Company and Recipient, and the parties reserve the right, in their sole discretion, to terminate the discussions contemplated by this Agreement.

6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

7. **Ownership and Return of Materials.** All Confidential Information (including all copies thereof) shall remain the property of the giving party and all documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the property of the giving party. Upon request, the Receiving party shall promptly deliver to the giving party all Confidential Information of the giving party, without retaining any copies.

8. **No License.** Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, copyright, or other intellectual property right of the other party, nor will this Agreement grant any party any rights in or to the Confidential Information of the other party, except as expressly set forth in this Agreement.

9. **Term.** This Agreement shall continue in full force and effect for so long as the parties continue to disclose Confidential Information to the other party or for one (1) year whichever is longer. This agreement shall continue to renew yearly unless otherwise stated in writing to the other party in accordance with the terms outlined. This Agreement may be terminated by

the either party after one (1) year from signing, upon thirty (30) days written notice to the other party. The termination of this Agreement shall not relieve the Parties of the obligations imposed by Paragraphs 3, 4, 7, 8, 10 and 11 of this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of those Paragraphs shall survive the termination of this Agreement for a period of five (5) years from the date of such termination.

10. **Non-Circumvent.** Should there be any contradictions or conflicts between the terms in section ten (10) and other terms in this agreement, the terms of section ten (10) shall prevail. The parties each hereby irrevocably agree not to circumvent, contact, communicate, engage or enter into a business relationship, avoid or bypass, directly or indirectly, the provisions of this Agreement in order to avoid payments, or otherwise benefit, either financially or otherwise, from information supplied, or persons and entities introduced, by the other party.

11. **Remedies.** Both parties acknowledge that any violation or threatened violation of this Agreement may cause irreparable injury to the offending party, entitling the other party to seek injunctive relief in addition to all legal remedies. Accordingly, the offending party agrees that the other party shall be entitled to specific performance of the offending parties obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

12. **Miscellaneous.** This Agreement will bind and inure to the benefit of the parties and their successors and assigns. This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the other party. This Agreement may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same agreement.

Name

Kevin Atkin

Name

Signature

Signature

Title

President

Title

Date: _____

Date: _____