

This mutual Non-disclosure Agreement (“Agreement”) is dated as of \_\_\_\_\_, between MBZ Industrial, Inc. (“MBZI”), a incorporated company formed under the laws of the state of California, and \_\_\_\_\_,  
(the “Undersigned”). **Company** (or Name, if signing in individual capacity only)

## RECITALS

- A. The parties hereto have certain proprietary information and expertise (“Confidential Information”) they are willing to disclose to the other party on the condition that it remains confidential.
- B. Each party owns its Confidential Information free from the claims of others, and has the right to disclose the Confidential Information pursuant to this Agreement.
- C. In consideration of the mutual benefits to be derived from this Agreement, the parties make this Agreement.

## AGREEMENT

MBZI and the Undersigned hereby agree as follows:

1. **Confidential Information.** As used in this Agreement, “Confidential Information” means information, including without limitation, technology, processes, machines, manufactures, know-how, computer programs, product designs, inventions, discoveries, and trade secrets, and any information relating to a party, its business or assets or that of any of its customers, affiliates, or subcontractors that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, customer lists, business plans, promotional and marketing activities, and finances), that is or previously has been disclosed in tangible, electronic, verbal, or visual form by one party (the “Disclosing Party”) to the other party (collectively with its employees, agents, partners, directors, shareholders and any other person with whom such party has dealings in connection with the Confidential Information, the “Receiving Party”). All references to the Receiving Party herein shall include any person to whom the Receiving Party discloses the Confidential Information. Confidential Information also includes all information concerning the existence and progress of the parties’ dealings, except as may be required to be revealed by law.
2. **Use of Confidential Information.** Each of the parties agrees to:
  - (a) hold Confidential Information of the Disclosing Party in strict confidence and preserve and protect such Confidential Information until it is returned, destroyed, or deleted in accordance with the terms of this Agreement; and
  - (b) prevent the use of Confidential Information other than in accordance with this Agreement, and not disclose, discuss, communicate or transmit Confidential Information to others (including, without limitation, to any person within its organization other than as set forth in Section 4 below).

3. **Exceptions.** The provisions of Section 2 will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act; (iv) can be shown by documentation to have been independently developed by the Receiving Party without access to any Confidential Information; (v) is approved for release by Disclosing Party in writing; or (vi) the disclosure is mandated by law.
4. **Receiving Party Personnel.** The Receiving Party will restrict the use by, access to, and knowledge of Confidential Information to its employees, agents, subcontractors, entities, and affiliates (hereafter “Personnel”), who have a need to know for the purposes contemplated by this Agreement. Personnel will have access only to the Confidential Information they need for such purposes. The Receiving Party will ensure that its Personnel comply with this Agreement and are subject to confidentiality agreements in favor of the Receiving Party that contain terms and provisions comparable to those in this Agreement, and will be responsible for any unauthorized disclosure or use of Confidential Information by any such Personnel.

Upon written request, the Receiving Party shall disclose to the Disclosing Party all agents, subcontractors, entities, and affiliates controlled, directed, or otherwise operating on behalf, or for benefit of, the Receiving Party (collectively, “Third Party Entities”) to which it intends to provide access to the Confidential Information. The Disclosing Party shall retain the full right to reject, exclude or otherwise preclude the aforementioned Third Party Entities from receiving Confidential Information in cases where the Disclosing Party has determined those Third Party Entities to be competitors. The Disclosing Party shall not unreasonably exercise its rights under this paragraph.

5. **Disclosures to Governmental Entities.** If the Receiving Party becomes legally obligated to disclose Confidential Information to any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt notice. The Receiving Party will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
6. **Ownership and Return of Confidential Information.** The Confidential Information of the Disclosing Party will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except in accordance with the terms of this Agreement. The Receiving Party promptly will return or will certify destruction or deletion of all material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (i) the completion or termination of the dealings between the Disclosing Party and the Receiving Party, or (ii) the Disclosing Party’s written request.

7. **Independent Development.** The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for its 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 Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
8. **No Reverse Engineering.** The parties agree that the Receiving Party will not reverse engineer, de-compile, or disassemble any Confidential Information disclosed to the Receiving Party.
9. **Injunctive Relief.** The Receiving Party acknowledges that the disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.
10. **Limited Relationship.** Nothing herein shall be deemed to require either party to provide any Confidential Information to the other party. This Agreement will not create a joint venture, partnership, or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other party.
11. **Cumulative Obligations.** Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether expressed, implied, in fact or in law.
12. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.
13. **Scope; Termination.** The obligations and duties pursuant to this Agreement shall continue for a period of three (3) years from the date of any disclosure, even if the Agreement is terminated or expires. There shall be no time limit, however, on the parties' obligations to refrain from using any Confidential Information in violation of the terms of this Agreement.
14. **Non waiver.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

15. **Warranty.** No warranty whatsoever is hereby made by the Disclosing Party as to the completeness, exactitude, fitness for any particular purpose of its Proprietary Information and as to the non-infringement of intellectual property rights of third parties by the use of such Proprietary Information by the Receiving Party.
16. **Export of Information Limitation.** The Receiving Party will not export from the United States or United Kingdom any technical data furnished to it by the Disclosing Party without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act and Export Control Act 2002 (and any regulations made thereunder) (collectively "ITAR"), including the requirement for obtaining an export license, if applicable. The Receiving Party shall first obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such technical data. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from failure of the Receiving Party to comply with this clause or ITAR.
17. **Governing Law.** This Agreement will be governed by the internal laws of the State of California, without reference to its choice of law rules, and may be executed in counterpart copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

The parties have executed this Agreement on the date first written above.