



T&T SCIENTIFIC CORP.

MUTUAL NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This mutual Non-disclosure Agreement (the "Agreement") is effective as of the date of the last signature below by and between **T & T SCIENTIFIC CORPORATION** ("TTS"), having a place of business at 7140 Regal Lane, Knoxville, TN 37918 USA ("TTS"), and _____, having a place of business at _____, for the purpose of preventing the unauthorized use or disclosure of Confidential Information as defined below. The Parties agree to enter into a confidential relationship with respect to the use or disclosure of certain proprietary and confidential information ("Confidential Information").

TTS and _____ are hereinafter referred to singularly as "**Party**" or collectively as the "**Parties**".

WHEREAS each Party has developed or controls certain proprietary or non-public information or inventions that it desires to provide or make available to the other Party in accordance with the terms and conditions of this Agreement, for the purpose of exploring areas of mutual interest and benefit in connection with the advancement of a certain proposed business relationship among the Parties (the "**Relationship**"), and certain Proprietary Information (as defined below) may be transmitted from one Party (the "**Disclosing Party**") to another (the "**Recipient**") for review and evaluation.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below the Parties agree as follows:

1. Definition of Proprietary Information. For purposes of this Agreement, the term "Proprietary Information" shall mean:
(i) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third Parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company whom the Recipient became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to the Recipient by the Disclosing Party either directly or indirectly, whether in writing, electronically, orally, or by observation, and (ii) Company Inventions (as defined below).
2. Definition of Company Inventions. The Parties understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon.
3. Treatment of Information and Recipient Obligations. Recipient recognizes that any and all Proprietary Information supplied by Disclosing Party to Recipient and any other Proprietary Information that relates to the business or affairs of Disclosing Party that may be learned or obtained by Recipient are subject to proprietary rights of Disclosing Party and shall be and shall remain the exclusive property of Disclosing Party. Recipient shall hold and maintain the Proprietary Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Recipient shall carefully restrict access to Proprietary Information to employees, contractors and third Parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Recipient shall not, without prior written approval of Disclosing Party, use for Recipient's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Proprietary Information. Recipient shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.



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4. Covenants. Disclosing Party represents that the Proprietary Information supplied by Disclosing Party are trade secrets of Disclosing Party, are protected by civil and criminal law, including the law of copyright, are very valuable to Disclosing Party, and that their disclosure must be carefully and continuously controlled. As a material inducement to disclose such Proprietary Information, Recipient covenants and agrees that it shall not, except with the prior written consent of Disclosing Party, directly by itself or indirectly through any agent, representative, or employee: (i) copy for others, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information or (ii) use Proprietary Information for any purpose other than in connection with the consummation of the Relationship. Further, the Recipient covenants and agrees to protect the confidentiality of the Proprietary Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, which shall not be less than a reasonable degree of care.
5. Non-applicability. The obligations of confidentiality hereunder shall not apply to any data or information which:
 - a. Is in the public domain at the time of disclosure to Recipient or which is thereafter disclosed to Recipient, as a matter of right (or which the Recipient reasonably believes is disclosed as a matter of right), by a third Party without obligation of confidentiality; or
 - b. Passes into public domain at any time after disclosure to Recipient by acts other than the unauthorized acts of Recipient or some other third Party; or
 - c. Is required to be disclosed by the Recipient by any applicable law, regulation, court order or by competent judicial, governmental or other authority provided that the Recipient shall, as soon as reasonably possible after becoming aware of the required disclosure, notify Disclosing Party thereof and cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking appropriate protective measures. The Recipient shall only be permitted to furnish that portion of the Proprietary Information that is necessary to comply with the relevant order or requirement.
6. Non-Solicitation.
 - a. The Parties agree that during the term of the Relationship, and for a period of thirty-six (36) months immediately following the termination of the Relationship for any reason, whether with or without cause, each Party agrees not to, directly or indirectly, solicit, induce, recruit or encourage any of the other Party's employees or consultants to terminate their relationship with the Party, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Party.
 - b. The Parties agree that during the term of the Relationship and for a period of thirty-six (36) months immediately following termination of the Relationship for any reason, neither Party will negatively influence any of the other Party's clients, licensors, licensees or customers from purchasing the other Party's products or services.
7. Materials. All Proprietary Information and other materials in any way relating to any of the Proprietary Information or to Disclosing Party's business shall belong exclusively to Disclosing Party, and the Recipient agrees to turn over all copies of such materials and any Proprietary Information in Recipient's possession or control at the request of the Disclosing Party.
8. Dispute Resolution.
 - a. Each of the Parties acknowledges that remedies at law may be inadequate to protect themselves against any actual or threatened breach of this Agreement by the other Party or its Representatives and, without prejudice to any other rights and remedies otherwise available to the other Party, agrees to the granting of injunctive relief in the other Party's favor without proof of actual damages or the posting of any bond.



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- b. The prevailing Party in any action that arises from or out of this Agreement shall recover its costs incurred to bring or defend any such action. Such costs shall include all attorneys and other professional costs and fees incurred at all levels of adjudication.
9. Reasonableness of Restrictions; Severability. Each Party further, agrees that the restrictions set forth in this Agreement shall not impair either Party's ability to do business within field or fields of its choice including, without limitation, those areas in which such Party is, to be or has done business. The provisions of this Agreement shall be deemed severable, and invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
10. Relationships. Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer, or employee of the other Party for any purpose and nothing in this Agreement shall require either Party to share information with the other or to enter into any additional agreements with one another.
11. Term and Termination. This Agreement will commence on the Effective Date and will continue until either Party provides written notice of that Party's desire to terminate this Agreement, whereupon this Agreement will terminate immediately upon the non-terminating Party's receipt of the notice. The nondisclosure provisions of this Agreement shall survive termination of this Agreement and Recipient's duty to hold Proprietary Information in confidence shall remain in effect until the Proprietary Information no longer qualifies as a trade secret or until Disclosing Party sends Recipient written notice releasing Recipient from this Agreement, whichever occurs first.
12. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Parties.
13. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
14. Binding Effect. This Agreement shall be binding upon all representatives, successors, and assigns of this Agreement.
15. Points of Contact for this Agreement.

_____	T&T Scientific Corporation
Name:	Name:
Title:	Title:
Address:	Address: 7140 Regal Lane, Knoxville, TN 37918 USA
Phone:	Phone:
Email:	Email: info@ttscientific.com



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In witness thereof, the Parties by their duly authorized respective representative have caused this Agreement to be executed on the date written above in one or more counterparts in original or scanned signature.

Each Party that executes this Agreement has the authority to execute it and to bind the person or entity on whose behalf he or she is signing. Each signatory shall jointly indemnify, defend and hold harmless the other Parties from any claims, expenses and liabilities (including attorneys' fees) arising from any asserted or actual lack of authority to execute this agreement.

Company Name: _____	Company Name: T&T Scientific Corporation
Full Name: _____	Full Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____