

Confidentiality Agreement

This is an industry standard Confidentiality Agreement form used by DIGIGRAPH Technical. Acceptance of project and client specific agreement(s) is subject to terms of contract.

Thank you for your interest in evaluating _____ that has been designed and developed by _____.

We believe this _____ is novel and have maintained it as Confidential Information to date, pending the grant of patent rights and the securing of any other form of protection for industrial technology and/or intellectual property.

In order to preserve our rights, any description of this _____ its design and operating parameters, and its theory of operation can only be provided in confidence and subject to agreement that the information be used only for the purpose of evaluating this _____ and the use that can be made of it. Accordingly, we submit the following agreement for your company's acceptance.

We will provide you with certain information on _____ 's _____ including design and operating parameters and theory of operation.

In order to preserve our rights, you will treat as confidential and use only for our benefit all Confidential Information having to do with the design, composition, operation, use or practice of the aforementioned _____. You will not disclose such Confidential Information to anyone other than those employees who are needed to evaluate such Confidential Information and will take every reasonable precaution to preclude disclosure of this Confidential Information to others for as long as this information remains Confidential Information.

For the purpose of this Agreement, the term "Confidential Information" shall mean and include any information in the form of written or oral description, drawings, formulas, dimensional relationships, computation, processes, operation, use or practice of the aforementioned _____ to the extent that such information is not:

- a) known to your company;
- b) disclosed in published literature; or
- c) otherwise generally available to industry or the public.

Any information that is characterized as Confidential Information shall cease to be Confidential Information on the date when, and to the extent to which, through no fault or omission on your company's part, such information becomes disclosed in published literature or otherwise generally available to the industry or the public.

If the foregoing terms are acceptable to you, please signify your acceptance by signing the enclosed copy of this letter and returning it to us.

Signature _____

Signature _____

Accepted as of _____

Accepted as of _____

For _____

For _____

By _____

By _____