

**CONFIDENTIAL INFORMATION AGREEMENT
(MUTUAL DISCLOSURE)**

This Agreement is made and entered into as of _____, 20__, by and between EDesignWare Inc., a Florida corporation with its principal offices located at 425 Braddock Ave., Osteen FL 32764 and _____ a _____ with its principal offices located at _____.

WHEREAS, each party (the "Disclosing Party") may disclose certain information to the other party (the "Receiving Party") in connection with discussions in contemplation or furtherance of a business relationship regarding the design, manufacture and distribution of their respective products and services to further the purpose of this Agreement (the "Purpose") and

WHEREAS, both parties wish to agree upon the terms and conditions under which such information will be disclosed by Disclosing Party to Receiving Party.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The term "Confidential Information" as used herein shall mean any and all proprietary information that is disclosed by Disclosing Party to Receiving Party in a written or other tangible medium of expression and clearly marked as confidential. Confidential Information shall also include any and all proprietary information that is disclosed orally, or for which the notice of confidentiality is inadvertently omitted; provided that such disclosure shall be preceded or followed by a written statement indicating the confidential nature of the information and shall be reduced to writing and delivered to Receiving Party within thirty (30) days of such disclosure. Confidential Information may include, without limitation, (a) matters of a technical nature such as trade secret processes or devices, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed, and research subjects, methods and results; (b) matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; and (c) other information of a similar nature that is not generally disclosed by Disclosing Party to the public. Confidential Information shall expressly include any and all information derived from the Confidential Information, including residual mental impressions of such information. All such information shall be deemed confidential, proprietary and valuable trade secret information of Disclosing Party.

2. Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose it to any person, firm or corporation, nor use the same for any purpose other than for the Purpose described above without the prior written consent of Disclosing Party. All Confidential Information shall remain the property of Disclosing Party, shall be kept confidential by Receiving Party, and shall not be disclosed to any other person or entity other than officers, employees or agents of Receiving Party who need to know such information in order to accomplish the Purpose. Receiving Party agrees that all such officers, agents and employees shall be notified of the proprietary nature of the Confidential Information and shall agree to be bound by the terms and conditions of this Agreement. Receiving Party shall protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Receiving Party uses to protect its own confidential or proprietary information of a like nature. In receiving the Confidential Information, the Receiving Party agrees to abide and comply fully with all applicable laws and regulations relating to the export of technical data from the United States of America.

3. The term of this Agreement during which Disclosing Party may disclose Confidential Information to Receiving Party shall commence on the date hereof and continue until _____. The obligations of confidentiality contained in paragraph 2 shall extend for a period of five (5) years from the date of disclosure of such information.

4. This Agreement shall not apply to any information which (a) is rightfully received by Receiving Party from a third party having the right to disclose such information; (b) is or hereafter becomes public knowledge through no act or fault of Receiving Party; (c) is proven by written evidence to have been independently developed by Receiving Party without any reference to the Confidential Information; or (d) is disclosed pursuant to law or any governmental or court order, provided that Receiving Party shall first have given notice to Disclosing Party thereof and made a reasonable effort to obtain a protective order therefor.

5. Upon termination of this Agreement or upon the written request of Disclosing Party at any time, Receiving Party shall immediately return to Disclosing Party all written Confidential Information or other written materials and all compilations and copies thereof received by it from Disclosing Party in connection with accomplishing the Purpose of this Agreement. Upon termination, the Receiving Party may not retain any copies of such materials for its files.

6. No right, title or interest in the Confidential Information or the material or medium containing the same is transferred, assigned, licensed or otherwise conveyed or granted to Receiving Party, nor is any license or other right, express or implied, conveyed or granted to Recipient for any invention, patent application, patent, copyright (including derivative works), know-how, trade secret, other intellectual property right or application therefor of Disclosing Party or any of its parent or subsidiary corporations. Neither party hereto makes any representation that any type of business relation related to the Purpose, the Confidential Information, or any other matter will be concluded between the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement constitutes the complete agreement of the parties on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements or representations, written or oral, of the parties hereto. This Agreement shall be binding upon the successors and assigns of each party. This Agreement may not be amended except by a writing signed by both parties hereto and expressly declared to be an amendment or modification thereof. In the event that any one or more of the provisions of this Agreement is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first set forth above.

For: EDesignWare Inc.
Company Name

For: _____
Company Name

Signature

Signature

Thomas J. Nemeth
Printed Name

Printed Name

President
Title

Title

Date: _____

Date: _____