

NON-DISCLOSURE AGREEMENT

This agreement is made as of the date written below by and between Carl Conforti The Technology Center LLC (TTCllc) having a principle office mailing address PO Box 6315, Fall River, Massachusetts, 02724, and the Company or entity signing below.

1. Purpose. The parties hereto wish to explore a possible business relationship (the "Relationship") in connection (TTCllc) may disclose Confidential Information to the other including product information, manufacturers' processes, patent materials, customers, and costing data. The intent of the "Relationship" would be to purchase, distribute, or license a technology or product. The terms and conditions of the disclosure of such Confidential Information will be governed by this Agreement.
2. Definition of Confidential Information. "Confidential Information" means any information, technical data or know-how, including but not limited to that which relates to business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, inventions, processes, technology, designs, drawings, engineering, hardware, configuration, marketing, licenses, budgets, or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given visually or orally, is confirmed in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (I) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of the disclosure; or (II) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party; or (III) is approved by the disclosing party, in writing, for release; (IV) is subsequently disclosed to the receiving party by a party having the legal right to make such disclosure; (V) is independently developed by an employee or consultant of the receiving party prior to the disclosure who had no previous knowledge of the Confidential Information; or (VI) is required to be disclosed by applicable law or proper legal, governmental or other competent authority (provided that the party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure, which the other party shall fully comply with).

3. Nondisclosure of Confidential Information. The Company agrees not to use any Confidential Information disclosed to it by the (TTCllc) for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the option to license or distribute the disclosed product, process or invention. The Company will not disclose any Confidential Information to third parties or to employees of the Company receiving Confidential Information of the products, technology or invention disclosed, other than the employees who are required to have the information in order to carry out the discussions regarding the Relationship and to undertake the Relationship. The Company will ensure that each employee or consultant that has access to Confidential Information will comply with the terms of the Agreement. The Company agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the (TTCllc) in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The Company agrees to notify the (TTCllc) in writing of any misuse or misappropriation of Confidential of the disclosing party, which may come to the Companies attention.
4. Return of Materials. Any materials or documents that have been furnished by the (TTCllc) to the Company in connection with the Relationship will be promptly returned, accompanied by all copies of such documentation, within ten (10) days after (I) the Relationship has been terminated, or (II) the written request of the (TTCllc).
5. No Rights Granted. Nothing in the Agreement is intended to grant any rights under patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant the Company any rights in or to the Confidential Information disclosed other than the limited right to review such Confidential Information in connection with the Relationship between the parties.
6. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (I) five (5) years following the date of the Agreement, or (II) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.
7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, the agreement is for the sole purpose to evaluate and discuss the option to purchase a product or technology, license a patent or invention of Confidential Information in connection with the manufacturing, development and costs associated with the product licensing. Information considered being public or known after Confidential Information disclosed shall

be conveyed in written form at the time of the disclosure once the information has been disclosed.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts and shall be binding upon the parties to this Agreement in the United States and Worldwide.
9. Remedies. The Company agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, the Company agrees and acknowledges that any violation or threatened violation will cause irreparable injury to the (TTCllc) and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the (TTCllc) shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages. Damages and fines for default of this Agreement are not limited to loss profits, sales, legal expenses, and attorney fees in both State and Federal Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date below.

Date: _____

The Technology Center llc
Carl Conforti
PO Box 6315
South main St.
Fall River, MA 02724

Company: _____

President: _____

Address: _____

Signature: _____

Print Name: Carl Conforti _____

Title: Managing Director _____

Signature: _____

Print Name: _____

Title: Officer _____