

NON-DISCLOSURE AGREEMENT

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between:

David A. Johnson, P.E., (Consultant) and \_\_\_\_\_ (Client).

Client is the owner of and has the right to disclose certain Proprietary Information which is of a confidential and valuable nature. Said Proprietary Information relates to:

\_\_\_\_\_

Upon disclosure to the Consultant of Proprietary Information, a confidential and trust relationship is established between Consultant and Client.

In consideration of the mutual covenants, terms and conditions hereinafter expressed it is agreed as follows:

- 1. All disclosures made by Client under the terms of this Agreement are given and received in confidence, for the limited purpose of evaluation a proposal from; supplying a quotation to: and/or building a component for Client.
2. Consultant shall not disclose to any person not authorized by Client to receive it, any confidential information pertaining to said Proprietary Information. The Proprietary Information shall not be used for any purpose by Consultant except as may be authorized herein or in writing by Client.
3. Consultant shall not assign or subcontract in whole or in part any of the services to be furnished under this Agreement without the prior written consent of Client.
4. All rights to the designs and ideas developed in connection with this Agreement are the sole property of Client.
5. All inventions, improvements and/or developments made or conceived by Consultant under the terms of this Agreement and pertaining to the Proprietary Information shall be the sole property of Client.
6. All material received or developed under this Agreement will become the sole property of Client. All original drawings, schematics and laboratory notebooks will be delivered to Client at the completion of project.
7. This Agreement defines the full and complete agreement understanding between the parties hereto, and no modification thereof shall be effective unless executed in writing by the parties. This Agreement shall be interpreted under the laws of the State of Colorado.
8. This Agreement shall terminate five (5) years from the effective day hereof.

CONSULTANT

David A. Johnson
13355 Lafayette Way Thornton, CO 80241
Voice: 303/ 252-9787 FAX: 720/ 872-148

CLIENT (please print contact info)

Name: \_\_\_\_\_
Addr: \_\_\_\_\_
Phone: \_\_\_\_\_

\_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_