

ATLANTIC QUALITY DESIGN, INC.

RECIPROCAL NON-DISCLOSURE AGREEMENT

Instructions:

If you desire to discuss confidential information with us, please call us at 540-966-4356 first to talk over your general needs. Once we both agree to proceed with a nondisclosure agreement, print the form below and fill in the blanks. Mail the form to us at 562 Oak Hill Road, Fincastle, VA 24090, or fax it to 540-966-4358.

Please wait until you receive our signed copy of this agreement before you forward confidential information to us. WE ARE NOT RESPONSIBLE FOR NONDISCLOSURE OF YOUR CONFIDENTIAL INFORMATION UNTIL WE HAVE EXECUTED THE NONDISCLOSURE AGREEMENT WITH YOUR COMPANY.

RECIPROCAL NON-DISCLOSURE AGREEMENT

Atlantic Quality Design, Inc., a Virginia corporation, 562 Oak Hill Road, Fincastle, Virginia 24090 USA
and

(Company name) _____ ,

incorporated in the state of _____, with mailing address

_____ ,

(collectively referred to as the “Parties”) hereby agree as follows:

1. To further the business relationship between the Parties, it is necessary and desirable that the Parties disclose to each other confidential information and provide copies of confidential information concerning any and or all of the following: past, current, future, or proposed products of the Parties and their clients; business methods plans and practices; a Party’s personnel and customers, prospective customers or suppliers; inventions, processes, methods, patent applications and other proprietary rights; technical data or information of the Parties including any specifications, drawings, sketches, models, samples and tools; financial information, plans and documents; information relating to proprietary technology, research, development, manufacturing, purchasing, pricing, selling and marketing, whether in oral, written, graphic or machine-readable form (“Confidential Information”); and computer programs/software relating to the foregoing whether in executable form, machine code form, printed form, or source code form (“Software”). Confidential Information shall also be deemed to include all notes, analyses, compilations, or other documents prepared by the other Party that are based upon the Confidential Information furnished to it by the other Party, or any other related confidential business information or data, written, oral or otherwise.

2. The Parties acknowledge that Confidential Information received from the other Party contains valuable trade secrets of the other Party or its owner and is not generally available to the public. The Parties shall not communicate Confidential Information to any unauthorized third party and shall use all reasonable efforts to prevent inadvertent disclosure of Confidential Information to any unauthorized third party.

3. Each Party shall be responsible for any use or disclosure of the other Party’s Confidential Information by any of its employees or advisors. Each Party shall safeguard Confidential Information and any copies thereof in its possession during this Agreement against unauthorized disclosure and use. The Parties shall neither use Confidential Information nor circulate it within their own organization except to the extent necessary for negotiations, discussions and consultations between the Parties; furtherance of the business relationship between the Parties; or any purpose the Parties may hereafter authorize in writing. Copies may only be made to the extent necessary to perform necessary work. All copies must be marked as Confidential Information and copyrighted property of the disclosing Party or its owner, or be copies retaining the original confidential or copyright notice. Each Party shall take all reasonable steps to ensure that any person under its control or in its service does not violate the provisions of this Agreement. Each Party shall have all employees, agents and contractors who will have access to Confidential Information execute an Agreement with provisions similar to this Section.

4. The obligations of Sections 2 and 3 hereof shall terminate with respect to any particular portion of the Confidential Information when either Party can document that such information was in the public domain at the time of communication thereof between the Parties; or when such information entered the public domain through no fault of the Parties subsequent to the time of communication thereof between Parties.

5. All materials including, without limitation, documents, drawings, models, pictures, sketches, designs, and Software exchanged between Parties shall remain the property of the originating Party and shall be returned to the originating Party promptly upon the termination or expiration of this Agreement. All copies of the Confidential Information in written, graphic or other tangible form, including all computer programs, however stored and filed, shall be returned to the disclosing Party upon request. Upon one Party's request, the other Party shall warrant in writing to the requesting Party, such Party's return or destruction of the other Party's Confidential Information within thirty (30) days of termination or expiration of this Agreement.

6. This agreement is intended to protect both Parties' proprietary rights pertaining to Confidential Information as described in Section 1. Irreparable harm should be presumed if either Party breaches the confidentiality covenant in Sections 2 and 3 for any reason. Each Party agrees to take all necessary and appropriate actions to prevent breaches of this Agreement by its employees, agents and contractors. In the event of a breach, the non-breaching Party, in addition to any other remedies available to it, shall be entitled to seek injunctive relief in a court of competent jurisdiction.

7. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license or other right is hereby granted directly or indirectly to use in any way, any patent, copyright or other proprietary right now held by, or which may be obtained by, or which is or may be licensed by, either Party.

8. This Agreement and the obligations imposed herein shall extend for five (5) years from the date hereof.

9. This agreement shall be construed in accordance with, and does not contradict, the laws of the State of Virginia. If any provision of this Agreement is unenforceable, the remaining provisions shall, to the extent possible, be enforced, taking into account the purposes and spirit of this Agreement.

For: Atlantic Quality Design, Inc.

Signature: _____

Name Printed: Henry B. Wallace
Title: President

Date: _____

For: _____ (company name)

Signature: _____

Name Printed: _____

Title: _____

Date: _____