

## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") between, on the one hand, \_\_\_\_\_ ("DISCLOSING PARTY") residing at \_\_\_\_\_ and, on the other hand, FreeDimension LLC ("RECEIVING PARTY") residing at 2226 8th Ave N. St. Pete, FL 33713.

NOW, THEREFORE in consideration of the mutual covenants and conditions set forth herein, it is agreed as follows:

1. The DISCLOSING PARTY desires to transmit to the RECEIVING PARTY certain Confidential Property Information relating to DISCLOSING PARTY's intellectual property, plans and business relating to DISCLOSING PARTY's \_\_\_\_\_ ("Product").

2. The RECEIVING PARTY agrees to maintain the confidentiality of DISCLOSING PARTY's Confidential Proprietary Information furnished in oral, visual, written and/or other tangible form and not disclose such Confidential Proprietary Information to any third party, except as authorized by DISCLOSING PARTY in writing.

3. The RECEIVING PARTY agrees to restrict disclosure of the disclosing party's Confidential Proprietary Information to its employees who have a "need to know". The RECEIVING PARTY agrees that such Confidential Proprietary Information shall be handled with the same degree of care which The RECEIVING PARTY applies to its own confidential information (but in no event not less than reasonable care).

4. The RECEIVING PARTY agrees to take the precautions necessary and appropriate to guard the confidentiality of DISCLOSING PARTY's Confidential Proprietary Information including informing its employees who handle such Confidential Proprietary Information that it is confidential and not to be disclosed to others.

5. The RECEIVING PARTY agrees that DISCLOSING PARTY's Confidential Proprietary Information is and shall at all times remain DISCLOSING PARTY's property. No use of such Confidential Proprietary Information is permitted except as otherwise provided herein and no grant under any of DISCLOSING PARTY's intellectual property rights is hereby given or intended including any license implied or otherwise.

6. The RECEIVING PARTY agrees to use DISCLOSING PARTY's Confidential Proprietary Information only for evaluation and for assistance with the design and development of the Product.

7. The parties agree to exclude from the provisions of this Agreement and the obligations of confidentiality: Information which the RECEIVING PARTY already had in its possession without confidentiality limitation at the time of disclosure; information known or that

becomes known to the general public without breach of this Agreement by the RECEIVING PARTY; and information that is received rightfully and without confidential limitation by the RECEIVING PARTY.

8. The term of this agreement shall commence on the Effective Date and shall terminate one (3) years from such Effective Date. Either party may earlier terminate this Agreement by giving written notice thereof to the other party.

9. Upon termination of this Agreement, all Confidential Proprietary Information transmitted to the RECEIVING PARTY by DISCLOSING PARTY in record bearing media or other tangible form, and any copies thereof made by the RECEIVING PARTY, shall be either destroyed or, at DISCLOSING PARTY's written request, returned to DISCLOSING PARTY. The RECEIVING PARTY's obligations under this Agreement to keep confidential and restrict use of the DISCLOSING PARTY's Confidential Property Information shall survive termination of this Agreement.

IN WITNESS WHEREOF, DISCLOSING PARTY and the RECEIVING PARTY have executed this Non-Disclosure Agreement as of the Effective Date.

For and on behalf of:  
DISCLOSING PARTY

For and on behalf of:  
RECEIVING PARTY

By: \_\_\_\_\_ By: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Name Printed: Fri Rieder

Address Printed: \_\_\_\_\_ Address Printed: \_\_\_\_\_

\_\_\_\_\_ 2226 8th Ave North

\_\_\_\_\_ St. Pete, FL 33713

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