



Two-way: 10/31/2013

Non-Disclosure Agreement

This Agreement entered into as of this date: _____, by and Hardware Design Consultants, office at 2929 N. Central, #250, Richardson, Texas, ("HDC") and _____, office at _____, ("Party"), and can be contacted at _____.

Agree to:

WHEREAS, the parties to this Agreement desire that certain confidential information be disclosed to each other in connection with the following: their discussions concerning a mutual relationship involving the purchase and sale of products or services, or any other similar collaborative transaction

In order to assure the confidential status of the information which may be disclosed to each other the parties agree as follows:

1. All information disclosed in oral, written, graphic, photographic, recorded, electronic or in any other form by one party to the other party shall be deemed to be "Proprietary information" provided that such information is clearly designated, labeled, or marked in a conspicuous place as confidential.
2. All information deemed to be confidential or proprietary shall be marked as such (if intangible form), in order for information disclosed orally (or in some other form that cannot be labeled or marked) to be considered confidential it (and it's delivery) shall be confirmed in writing and clearly identified as such by the disclosure party within thirty (30) days after its initial disclosure.
3. Each party agrees that it shall (I) use the Proprietary information provided to it solely for the purpose of evaluating and/or implementing the Proposed Transaction and for no other purpose; (II) safeguard the confidentiality of the Proprietary information provided to it in the same manner that it safeguards its own confidential information, and refrain from disclosing such Proprietary information to any person, except for disclosures to its own directors, officers, representatives, and advisors acting on its behalf (collectively, it's "Representatives") who need to know such information in order to evaluate and/or implement the Proposed Transaction
4. No other rights, and particularly licenses, to trademarks, to inventions, to copyrights, or to patents are implied or granted under this Agreement. In no event shall the Proprietary Information be used to compete with the disclosing party or in a manner detrimental to the disclosing party.
5. Proprietary information supplied shall not be reproduced in any form except as required





to accomplish the intent of this Agreement.

6. Unless otherwise specified in writing, all documents and materials furnished hereunder shall remain the property of the disclosing party. Upon request of the disclosing party, the receiving party agrees to return all documents and materials containing any Proprietary information of the disclosing party, as well as all copies thereof.
7. During the term of this Agreement and notwithstanding the other provisions stated herein, the parties shall not be required to maintain such Proprietary information confidential if the Proprietary Information:
 - a. Is now, or which hereafter, through no act or failure to act on the part of the receiving party or its Representative, becomes generally known or available to the public without breach of this Agreement; or
 - b. Is known to the receiving party at the time of disclosure of such Proprietary information provided that the receiving party has documentary proof of such knowledge or contemporaneously notifies the disclosing party of this prior knowledge in writing within thirty (30) days of receipt; or
 - c. Is furnished to others or made public by the disclosing party without restriction on disclosure; or
 - d. Is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure, providing that the receiving party promptly notifies the disclosing party in writing of this third party disclosure after receipt thereof; or
 - e. Is independently developed by the receiving party, provided that the person or persons developing same have not had access, directly or indirectly, to the Proprietary Information received; or
 - f. Is disclosed by the recipient with the explicit written approval of the disclosing party.
9. If either party is requested or required by any legal demand or process to disclose any Proprietary information, such party will give prompt notice thereof to the other party. If either party is compelled in the absence of a protective order, to disclose any Proprietary information, that party may do so without liability hereunder, provided, however, that such party gives prompt written notice to the other party of the Proprietary information to be disclosed and uses reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.
10. Unless a definitive agreement between the parties has been executed and delivered, neither party shall be under any legal obligation whatsoever with respect to the Proposed Transaction, except for the matters specifically agreed to herein. Each party





reserves the right, in its sole discretion, to terminate discussions and negotiations with the other party at any time.

- 11 Beginning on the date hereof and ending two years after the termination of this Agreement, neither party without consent of the other party, shall solicit for employment, or cause any of its affiliates to solicit for employment, any person who is employed by such other party or its .
- 12 This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas.
- 13 The parties agree that any breach of this Agreement by a receiving party may cause irreparable harm to the disclosing party. Accordingly, the disclosing party shall be entitled to seek immediate injunctive or equitable relief, in addition to all other remedies and damages it may be entitled to.
- 14 No failure or delay by either party in exercising any right, power or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. Any waiver of a breach hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach.
- 15 In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impacted thereby.
- 16 A copy transmitted via facsimile of this Agreement, bearing the signature of one or both parties, shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature(s) as originally written of such one or more parties.
- 17 This is the entire agreement between the parties concerning the exchange and projection of information and it supersedes any prior written or oral agreements relating thereto and shall not be amended or modified except by subsequent agreement in writing and signed by a duly authorized representative of each party.

We the undersigned as duly authorized representatives, agree to all the terms and conditions stated above.

HDC: _____ x Date: _____

Party: _____ x Date: _____

