

NONDISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This NONDISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (the “Agreement”) is entered into and made effective as of [INSERT DATE], by and between [INSERT CUSTOMER NAME] (hereinafter “Recipient”), and Bloodhound Tracking Device, Inc., with its principal offices at 309 Henrietta Street, Webster, TX, 77598 (“Discloser”). For purposes hereof, Recipient and Discloser may individually be referred to as a “Party” and collectively referred to as the “Parties”.

DEFINITION OF THE CONFIDENTIAL PROJECT

- A. WHEREAS, Discloser desires to disclose or has already disclosed to the Recipient within 30 days prior of the date hereof certain confidential information and trade secrets related to Discloser’s concepts, intellectual property and/or technology.
- B. WHEREAS, all confidential information and trade secrets disclosed will be subject to the terms and conditions of this Agreement.
- C. WHEREAS, “Project” and “Project Bloodhound,” shall mean the global track and trace product, system, architecture and platform which is hereby acknowledged as the intellectual property of the Discloser. It is hereby recognized that this intellectual property shall include all of Discloser’s partners for the Project, their contacts, funding sources, market data, and intellectual property collectively and individually.

PROVISIONS

NOW, THEREFORE, in consideration of the premises and mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION AND TRADE SECRETS.

- a. For purposes of this Agreement, the term “Confidential Information” shall mean any information disclosed by the Discloser to the Recipient, either directly or indirectly, in writing, via email, orally, or by inspection of tangible and intangible property (including without limitation documents, prototypes, samples, plant, and equipment), **whether or not designated as “confidential”, “proprietary” or some other similar designation.** Confidential Information may also include information obtained from a third party and disclosed by either Party to the other.
- b. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already legally in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order – if necessary – protecting the information from public disclosure.
- c. For purposes of this Agreement, the term “Trade Secrets” shall mean all products and processes, including related documentation, of the Parties, and such other information that constitutes a trade secret under applicable law, **whether or not designated as “confidential”, “proprietary” or some other similar designation.**

- d. The Parties agree that all Confidential Information, Trade Secrets, information disclosed in writing, facsimile, emailed, or electronic format shall be confidential and proprietary. For any Confidential Information or Trade Secrets disclosed orally or in any other intangible form, the Discloser shall notify the Recipient in writing within 30 days that such information is confidential. The names of the principal stakeholders within Project Bloodhound are specifically deemed Confidential Information and shall not be disclosed by the Recipient without prior written approval from the Discloser.
- e. The Parties agree not to use or misappropriate Confidential Information or Trade Secrets for financial gain with regard to Project Bloodhound without prior written consent from the Discloser.

2. UNDERTAKINGS.

- a. The Parties have disclosed and may disclose to each other certain Trade Secrets and Confidential Information. The Parties hereby agree that the Recipient shall use the Trade Secrets and Confidential Information solely in connection with the Project, that the Trade Secrets and Confidential Information shall be kept confidential, and that neither Party shall disclose any of the Trade Secrets and Confidential Information in any manner whatsoever, except as authorized by a written agreement or written consent of the Discloser. The Recipient shall hold in confidence and not reproduce, distribute, transmit or transfer, directly or indirectly, in any form, by any means, or for any purpose other than as expressly agreed in writing, the Trade Secrets or the Confidential Information of the Discloser or any portion thereof communicated, discussed, delivered or made available by Discloser to or received by the Recipient. Notwithstanding the foregoing, the Recipient may only disclose the Trade Secrets and Confidential Information to its directors, officers, employees, or consultants with a need to know such information in order to perform their duties, provided that each such individual is obligated in writing to comply with the terms and conditions of this Agreement or otherwise be subject to a company-standard nondisclosure agreement on terms no less restrictive than as set forth herein.
- b. The term of this Agreement will be for three years from the last date of execution by both Parties listed below.
- c. The Parties acknowledge that their obligations under this Agreement with regard to the Trade Secrets of the Discloser remain in effect for as long as such information shall remain a trade secret under applicable law. The Parties further acknowledge that their obligations with regard to the Confidential Information of the Discloser shall remain in effect indefinitely or the maximum length of time allowed under applicable law. The foregoing obligations shall not apply if and to the extent that the Recipient establishes that the information communicated was publicly known at the time of its receipt and notifies the Discloser of the same.
- d. The Recipient agrees not to circumvent the Discloser in an effort to either talk directly to Project Bloodhound's stakeholders, investors or other individuals in the respective companies (including proselytizing), without prior written authorization from the Discloser.

3. COURT ORDERED DISCLOSURES. Neither Party shall be liable for disclosure of Confidential Information or Trade Secrets if made in response to a valid order of a court or authorized agency of government; provided that at least 10 days' notice first be given to the other Party so that a protective order, if appropriate, may be sought by such Party.

4. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION AND TRADE SECRETS. All materials containing Confidential Information and Trade Secrets shall remain the Discloser's property. Upon written request of the Discloser, or upon the determination of the Recipient that it no longer has a need for such Confidential Information or Trade Secrets, all physical records or other documentation containing Confidential Information or Trade Secrets shall be returned to the Discloser, together with all copies. If Confidential Information or Trade Secrets materials are not returned to the Discloser upon request, the Recipient shall certify that all electronic, magnetic, or computer records of such Confidential Information or Trade Secrets have been deleted from any medium on which such information or materials may have been recorded or stored by the Recipient, including tapes and computer discs.

5. **NO CONVEYANCE OR LICENSE.** No license under any trademark, patent, copyright, mask work protection right, or any other intellectual property right, is granted or implied by the disclosure of any information. This Agreement does not enlarge, diminish or affect the rights and obligations that either Party may have (or come to have) under any other written agreement, or with respect to any patent or copyright. This Agreement does not in any way bind a Party to make any disclosure or to enter into any business relationship of any type with the other Party.
6. **EXPORT CONTROL PROVISION.** Each Party agrees that it will not transmit, directly or indirectly, any information received from the other to any country outside of the United States or Canada. Each Party further agrees that it does not intend to, and will not knowingly, transmit directly or indirectly any information received from the other (or any immediate product produced directly by the use of such information, or any commodity produced by such immediate product) to any country or person in violation of the Export Administration Regulations issued by the United States Department of Commerce.
7. **INJUNCTIVE RELIEF.** Both Parties acknowledge that the remedies at law for breach of any covenant contained in this Agreement may be inadequate, and that the Discloser shall be entitled to injunctive relief for any breach of this Agreement by the Recipient. Nothing contained herein shall be construed as limiting either Party's' right to any other remedies at law, including the recovery of damages for breach of this Agreement.
8. **MISCELLANEOUS.** The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Texas. Failure of a Party to enforce any provisions of this Agreement shall in no way be considered to be a waiver of such provisions or in any way affect the validity of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In the event any suit or action is commenced to construe or enforce any provision of this Agreement, the prevailing Party, in addition to all other amounts such Party shall be entitled to receive, shall be entitled to reasonable attorney's fees and court costs. This Agreement shall be binding upon the Parties hereto and their respective assigns and successors. This Agreement constitutes the entire understanding between the Parties as to the confidential treatment of any information exchanged between them related to the Project and may be changed only by a further written agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

Facsimile Signatures are legal and binding.

Bloodhound Tracking Device, Inc.

[CUSTOMER]

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____