

PROPRIETARY INFORMATION AGREEMENT

Date:

This agreement is between:

Noraxon U.S.A., Inc. (Noraxon below)
13430 N Scottsdale Rd, Suite 104
Scottsdale, AZ 85254

Noraxon Employee

Purpose:

Noraxon and the employee/contractor intend to install and test Noraxon's products or technology. During the course of that product, the Noraxon may provide Proprietary Information to the employee/contractor. Accordingly, Noraxon agrees that:

- 1 - "Proprietary Information" means documents, samples or other material (including machine-readable or interpreted material and artwork) containing information such as, but not limited to, technical data or knowledge, that the Noraxon considers proprietary or confidential and which is strictly necessary for the above stated Purpose.
- 2 - The employee/contractor will protect such Proprietary Information against disclosure to others for a period of five years from receipt with the same care the Noraxon protects its own Proprietary Information of a similar nature.
- 3 - This agreement does not apply to documents or material containing only information that is or becomes publicly known without fault of the recipient, or is or becomes lawfully available from another source, or was known to the recipient before receipt from the provider, or is independently developed by the recipient.

On behalf of Noraxon USA,

On behalf of (employee/contractor)

Signature,

Signature,

Frank Hosner
Engineering Manager

(employee/contractor contact title)