



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT entered into and effective as of the ___ day of _____, 200__, by and between _____, a _____ Corporation, having an office and place of business at _____, _____, (hereinafter called "Recipient") and **Lytron Inc.**, a Massachusetts corporation having an office and place of business at 55 Dragon Ct, Woburn, MA 01801 (hereinafter called "Lytron").

WITNESSETH:

WHEREAS, Recipient and LYTRON wish to start business relationship relating to supply of certain product services;

WHEREAS, in connection with such potential relationship, the parties contemplate that LYTRON shall furnish to Recipient certain business, technical and/or financial information which LYTRON regards as valuable, confidential and proprietary; and

WHEREAS, LYTRON is willing to furnish such information to Recipient provided Recipient agrees to protect and keep confidential such information;

NOW, THEREFORE, the parties hereto agree as follows:

1. "Proprietary Information" shall for the purpose of this Agreement, mean information disclosed by LYTRON to Recipient which is either identified by LYTRON in writing or otherwise by the nature of such information as being proprietary or confidential to LYTRON. In the event LYTRON furnishes sample products or other equipment or material including software to Recipient, the items so received and any information learned there from shall be deemed as Proprietary Information transferred to Recipient under this Agreement.
2. This Agreement shall not affect Recipient's right to use or disclose information (1) which is or becomes generally available to the public other than as a result of acts by the Recipient; (2) which Recipient can show by written records, or otherwise reasonably demonstrate, predating such disclosure that such information was known on a non-confidential basis by Recipient prior to the disclosure by LYTRON; or (3) which is independently developed by Recipient without use of any Proprietary Information disclosed hereunder.
3. Proprietary Information disclosed by LYTRON to Recipient shall be used by Recipient solely for the purpose of (1) evaluating the feasibility of a future business relationship with LYTRON which includes quoting to LYTRON and/or (2) in the furtherance of such future business relationship as may be authorized in writing by LYTRON. Except for the limited right to use granted hereinabove, no right or license, either express or implied, under any patent, copyright, trade secret, or otherwise, pertaining to the Proprietary Information, or other related information is granted hereunder.

4. Recipient, its employees and agents, agree to treat all Proprietary Information with the same degree of care it use to protect its own confidential information, exercise all appropriate steps to safeguard the confidentiality of the Proprietary Information received from LYTRON and shall neither disclose nor use such Proprietary Information in a manner other than as permitted in Paragraph 2 above without the prior written consent of LYTRON. Recipient hereby assumes full responsibility for the compliance of its employees or agents to the terms of this Agreement.
5. Recipient understands and agrees that money damages may not be a sufficient for any breach of this Agreement and that LYTRON shall be entitled to specific performance as a remedy for such breach. Such remedy shall not be deemed to be an exclusive remedy, but shall be in addition to all other remedies available to LYTRON. If LYTRON is required to initiate action to enforce the obligations hereunder and is successful, then Recipient agrees to reimburse LYTRON for all costs and expenses including reasonable attorneys fees incurred in this regard.
6. If Recipient or its representatives are compelled to disclose Proprietary Information by governmental or judicial process, Recipient agrees to promptly provide LYTRON with written notice of such request to allow sufficient time for LYTRON to seek a protective order.
7. This Agreement shall be in effect for five (5) years from the date of the last disclosure of Proprietary Information or five (5) years after the expiration of a business relationship between Recipient and LYTRON, whichever is later.
8. Either party may, upon thirty (30) days' written notice to the other party, terminate this Agreement with respect to disclosures made after the effective date of such termination, provided, however, that such termination shall not affect Recipient's obligations with respect to Proprietary Information disclosed prior to the effective date of termination.
9. Upon termination or expiration of this Agreement or the request of LYTRON, Recipient shall return without retaining any copies, all documents, materials, and other tangible media containing Proprietary Information which was furnished by LYTRON pursuant to this Agreement including any studies, analyses, compilations, or other materials prepared in whole or in part based on said Proprietary Information. Recipient shall also destroy any electronic copies of the Proprietary Information or electronic communication containing such Proprietary Information.
10. This Agreement shall be interpreted and governed by the laws of the State of Massachusetts, excluding any choice of law rules.
11. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the treatment of information to which this Agreement relates. The Agreement may not be superseded, amended or modified except by written agreement between the parties.

12. LYTRON does not make any warranty or representation as to the accuracy or completeness of the information disclosed. Neither LYTRON, nor its employees or agents, shall be liable to Recipient, or its employees or agents, resulting from their receipt or use of the Proprietary Information.

13. The rights and obligations under this Agreement may not be assigned or transferred by Recipient to any person, firm or corporation without the express prior consent of LYTRON.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties on the date first written above.

**Company Name Insert here
(please verify the legal name)**

Lytron, Inc

By: _____ By: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____