



## MUTUAL NON-DISCLOSURE AGREEMENT

\_\_\_\_\_ of \_\_\_\_\_, and Xternal Design, Inc. of Anna, Texas, enter into this agreement with the intent to exchange certain information with each other and in consideration for said exchange agree as follows:

1. Each party (the "receiving party") agrees that it shall use any proprietary information disclosed by the other party (the "disclosing party") under this Agreement solely to evaluate the conditions under which a party might agree to do business with the other.
2. The receiving party shall not disclose any proprietary information disclosed to it by the disclosing party to anyone other than employees of the receiving party who have a need to know the information in connection with their employment. The receiving party shall exercise the same degree of care to prevent disclosure of any proprietary information received from the disclosing party hereunder as it takes to preserve and safeguard its own confidential information but, in any event, no less than a reasonable degree of care. In the event of any loss or improper disclosure of the proprietary information, the receiving party shall promptly notify the disclosing party.
3. The obligations of the receiving party with respect to the proprietary information contained in this Agreement shall, unless specifically released earlier by the disclosing party in writing, extend for a period of three (3) years from the date on which such proprietary information is disclosed.
4. This Agreement shall terminate one (1) year after the effective date of this Agreement, except for the obligations of the parties hereto with respect to proprietary information received prior to such termination, which shall survive such termination.
5. No rights or obligations other than those expressly provided for in this Agreement shall be implied from this Agreement. Nothing herein contained shall in any way affect the present and prospective rights of the parties under the patent laws of any country, or be construed to (i) grant to the receiving party a license under any present or future patent, patent application, trade secret or trademark related to the proprietary information of the disclosing party or (ii) restrict in any way the marketing of any product or merchandise of the receiving party unless such marketing will constitute a breach of this Agreement by the receiving party.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas; any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas state courts and the Federal courts located in Texas, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.

7. In this Agreement, the term "proprietary information" means any information disclosed for the evaluation or discussion contemplated hereby, that the disclosing party owns or otherwise controls, except information which:
- a. is already known to, or independently developed by, the receiving party;
  - b. is already publicly available or becomes publicly available without a breach of this Agreement by the receiving party;
  - c. is lawfully received by the receiving party from a third party;
  - d. is not either (i) disclosed in writing and identified thereon as confidential or proprietary, or (ii) if first disclosed orally, identified as confidential or proprietary at the time of oral disclosure and so confirmed in writing within thirty (30) days after such oral disclosure; or
  - e. becomes known to the receiving party by examining a product or merchandise made publicly available by the disclosing party.
8. Upon written request of the disclosing party or termination of this Agreement, the receiving party shall promptly return to the disclosing party all the proprietary information disclosed by the disclosing party.

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed as of the later date written below.

	<b>Xternal Design, Inc.</b>
Signed: _____	Signed: _____
By: _____	By: Mark Montgomery
Title: _____	Title: President/CEO
Date: _____	Date: _____