

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS ENTERED INTO IN ANTICIPATION OF THE DISCLOSURE BY,

(NAME) _____

WHOSE OFFICES ARE LOCATED AT

(ADDRESS) _____

(HEREINAFTER "THE COMPANY")

TO THE UNDERSIGNED

3-D TECHNICAL SERVICES, INC.,

WHOSE OFFICES ARE LOCATED AT

255 INDUSTRIAL DRIVE, FRANKLIN, OH 45005

(HEREINAFTER "THE VENDOR"),

OF TRADE SECRETS AND CONFIDENTIAL INFORMATION (HEREINAFTER "CONFIDENTIAL INFORMATION") REGARDING THE DESIGN AND DEVELOPMENT OF CURRENT AND ANY FUTURE PROJECTS AFTER THIS TIME. INFORMATION MAY INCLUDE, BY WAY OF EXAMPLE, BUT WITHOUT LIMITATION, DATA, KNOW-HOW, FORMULAE, PROCESSES, DESIGNS, SKETCHES, PHOTOGRAPHS, PLANS, DRAWINGS, SPECIFICATIONS, SAMPLES, REPORTS, CUSTOMER LISTS, PRICING INFORMATION, FINDINGS, INVENTIONS AND IDEAS.

WITH REGARD TO THE COMPANY DISCLOSURE TO THE VENDOR OF ANY SUCH CONFIDENTIAL INFORMATION, THE VENDOR AGREES NOT TO DISCLOSE SUCH INFORMATION TO OTHERS OR TO USE SUCH INFORMATION IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE COMPANY. IT WILL BE UNDERSTOOD, HOWEVER, THAT CONFIDENTIAL INFORMATION AS USED IN THE AGREEMENT SHALL NOT INCLUDE:

1. INFORMATION WHICH IS AVAILABLE TO THE PUBLIC AT THE TIME OF THE COMPANY'S DISCLOSURE TO THE VENDOR;
2. INFORMATION WHICH BECOMES AVAILABLE TO THE PUBLIC AFTER THE COMPANY'S DISCLOSURE TO THE VENDOR;
3. INFORMATION ALREADY IN THE VENDOR'S POSSESSION PRIOR TO THE COMPANY'S DISCLOSURE TO THE VENDOR, BUT ONLY IF SUCH PRIOR POSSESSION CAN BE ESTABLISHED BY WRITTEN DOCUMENTATION AND;
4. INFORMATION DISCLOSED TO THE VENDOR BY A THIRD PARTY AFTER THE COMPANY'S DISCLOSURE TO THE VENDOR BUT ONLY IF THE THIRD PARTY'S DISCLOSURE IS LAWFUL.

THE VENDOR AGREES TO LIMIT THE DISCLOSURE OF THE CONFIDENTIAL INFORMATION TO ONLY THOSE EMPLOYEES WHO HAVE A NEED TO KNOW THE INFORMATION AND WHO ARE UNDER AN OBLIGATION TO THE VENDOR TO KEEP THE INFORMATION CONFIDENTIAL AND TO OTHERWISE ABIDE BY THE TERMS OF THIS

AGREEMENT. THE VENDOR ALSO AGREES TO RETURN ALL DOCUMENTS (INCLUDING ANY COPIES) DISCLOSING THE CONFIDENTIAL INFORMATION TO THE COMPANY. IN THE EVENT DISCLOSURE IS REQUIRED OF THE VENDOR UNDER PROVISIONS OF ANY LAW OR COURT, THE VENDOR WILL NOTIFY THE COMPANY OF THE OBLIGATION TO MAKE SUCH DISCLOSURE SUFFICIENTLY IN ADVANCE TO THAT THE COMPANY WILL HAVE A REASONABLE OPPORTUNITY TO OBJECT.

IN THE EVENT OF DISCLOSURE, THE VENDOR SHALL ASSERT CONFIDENTIALITY TO ALL OF THE COMPANY'S CONFIDENTIAL INFORMATION NOT DIRECTLY REQUIRED TO BE DISCLOSED.

THE VENDOR'S OBLIGATION UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF ITS ASSOCIATION WITH THE COMPANY REGARDLESS OF THE MANNER OF SUCH TERMINATION, AND SHALL BE BINDING UPON ITS SUCCESSORS AND ASSIGNS.

IN THE EVENT OF A BREACH OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, THE COMPANY SHALL BE ENTITLED TO EQUITABLE RELIEF BY INJUNCTION, IN ADDITION TO ANY AND ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY.

DATE: _____

DATE: _____

BY: **3-D TECHNICAL SERVICES, INC.**

BY: _____

PRINT NAME

PRINT NAME

SIGNATURE

SIGNATURE

TITLE: _____

TITLE: _____