



**Equipment Blowouts, Inc.**

**NONDISCLOSURE AND NONUSE AGREEMENT**

THIS NONDISCLOSURE AND NONUSE AGREEMENT (this “Agreement”) is made effective as of \_\_\_\_\_, between Equipment Blowouts Inc., (d.b.a. EQUIPMENT BLOWOUTS) of PMB 324 130 w Main Street Ste 144 Trappe Pa 19426 and

_____		_____	_____
Name of company		Street Address	City
_____	_____	_____	_____
State	Zip	Phone	Fax

In this Agreement, the party who owns the Confidential Information will be referred to as “Equipment Blowouts Inc.”, and the party to whom the Confidential Information will be disclosed will be referred to as “Client”.

- A. Equipment Blowouts Inc. is engaged in remanufacturing and/ or performing repair work on wireless equipment and the information technology utilized to support this information (the “Subject Matter”), which they consider confidential and/ or proprietary.
- B. Equipment Blowouts Inc. wishes to disclose certain confidential information for the sole purpose of evaluating the possibility of providing services to the Client and/ or the Client’s customers (the “Purpose”) and for no other purpose; and
- C. Equipment Blowouts Inc. has requested that the Client will protect the confidential material and information, which may be, disclosed between Equipment Blowouts Inc. and the Client on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

- I. **CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material relating to the Subject Matter which is proprietary to Equipment Blowouts Inc. which is disclosed to the Client, orally or in writing, by Equipment Blowouts Inc. or its representatives on or after the effective date of this Agreement, whether or not owned or developed by Equipment Blowouts Inc., and which the Client may obtain through any direct or indirect contact with Equipment Blowouts Inc.
  - A. Confidential Information includes without limitation: process flowcharts, proposals, specifications, memoranda, business records and plans, operational data and models, financial models and their data, marketing materials, marketing data and plans, computer hardware and software (whether in machine-readable or human-readable form), quality control and test methods and data, technical information, inventions, product design information, product applications, pricing structure, discounts, costs, Customer Lists, copyrights and other intellectual property and other proprietary information, as may be applicable.

B. Confidential Information does not include:

1. Matters of public knowledge that result from disclosure by Equipment Blowouts Inc.
2. Information rightfully received by the Client from a third party without a duty of confidentiality.
3. Information independently developed by the Client.
4. Information disclosed by operation of law.
5. Information disclosed by the Client with the prior written consent of Equipment Blowouts Inc. and any other information that both parties agree in writing is not confidential.

Although some portions of the Confidential Information may be or become subject to one or more of the above exceptions, particular combination(s) thereof will not be deemed to fall within the foregoing exceptions unless the combination itself falls therein.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Client understands and acknowledges that the Confidential Information has been developed or obtained by Equipment Blowouts Inc. by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Equipment Blowouts Inc. which provides Equipment Blowouts Inc. with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information to any person or entity without the prior written consent of Equipment Blowouts Inc. This obligation shall continue for a period of two years from the expiration of this Agreement. In addition, the Client agrees that:

- A. The Client will not copy or modify any Confidential Information without prior written consent of Equipment Blowouts Inc.
- B. Further, the Client shall not disclose any Confidential Information to any employees, consultants, and representatives of the Client, except those who or which are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Equipment Blowouts Inc.
- C. The Client will not contact, speak or sell product to any customer that Equipment Blowouts inc. has contracted the Client to perform specific tasks such as remanufacturing of wireless products.
- D. If it appears that the Client has disclosed (or has threatened to disclose) Confidential Information in violation of the Agreement, Equipment Blowouts Inc. shall be entitled to an injunction to restrain the Client from disclosing, in whole or in part, the Confidential Information. Equipment Blowouts Inc. shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

- III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Equipment Blowouts Inc., the Client shall return to Equipment Blowouts Inc. all written materials containing the Confidential Information. The Client shall also deliver to Equipment Blowouts Inc. written statements signed by the Client certifying that all materials have been returned within five (5) days of receipt of the request.
- IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.
- V. LIMITED LICENSE TO USE. The Client shall not acquire any intellectual property rights under the Agreement except the limited right to use set out above. The Client acknowledges that, as between Equipment Blowouts Inc. and the Client, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Equipment Blowouts Inc., even if suggestions, comments, and/or ideas made by the Client are incorporated into the Confidential Information or related materials during the period of this Agreement.
- VI. REMEDIES. The Client agrees that money damages would not be sufficient remedy for any breach of the Agreement by the Client and agrees that Equipment Blowouts Inc. shall be entitled to specific performance and injunctive relief as remedies for any such breach or threatened breach by the Client. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to Equipment Blowouts Inc. If Equipment Blowouts Inc. obtains a judgment against the Client by reason of breach of this Agreement, reasonable attorneys' fees, as fixed by the court, may be included in such judgment. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of the Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties and a complete and exclusive statement of their agreement with respect to the Subject Matter and Purpose of this Agreement. Any amendments must be in writing and signed by both parties. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

- VIII. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- VIII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- IX. APPLICABLE LAW. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

Equipment Blowouts Inc.

By: \_\_\_\_\_  
 Heather Giordani  
 President

Company: \_\_\_\_\_

Company Name

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Printed name

Title: \_\_\_\_\_

Title