

CONFIDENTIALITY AGREEMENT

This Agreement made and entered into by and between the undersigned who is referred to as “Owner”, and **Develop Your Idea, Inc.**, an Ohio Corporation, which is referred to as “Recipient”. The owner and Recipient sometimes referred to collectively as the “Parties”;

1. **RECITALS.** The Owner is in possession of certain confidential and proprietary information and/or intellectual properties relating to its product. Information concerning the Owner’s product is referred to as the “Confidential Information”. The Recipient is willing to receive disclosure of such Confidential Information pursuant to the terms of the Agreement for the purposes of developing the Owners product.

2. **CONFIDENTIALITY.** Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner. Recipient shall hold such information in confidence and shall not use the Confidential Information other than for purposes specified in this Agreement.

3. **AUTHORIZED DISCLOSURE.** Recipient will not, without the prior written consent of Owner, use or disclose to any other person, firm or corporation any information disclosed to Recipient under the terms of this Agreement, except that Recipient may disclose the Confidential Information to its employees, consultants and subcontractors, to whom it is necessary to disclose the Confidential Information for such discussion, evaluation and development, and any such disclosure shall be under a written agreement with terms at least as restrictive as those specified herein. Any persons above who are given access to the Confidential Information shall be informed of this Agreement. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

4. **DUTIES OF THE PARTIES.** Recipient’s and Owner’s duties under this Agreement shall apply to Confidential Information in any written document, memorandum, report, drawing or other material, or computer-readable media, developed or prepared by or on behalf of Owner or any of his representatives which have been clearly marked “Confidential”. Oral disclosures must be reduced to writing by Owner, marked “Confidential” and delivered to Recipient within fifteen (15) days after disclosure to constitute protected Confidential Information under this Agreement. Disclosures in the form of tangible products or materials must be transmitted to Recipient with an accompanying written memorandum marked “Confidential” to constitute protected Confidential Information under this Agreement.

5. **NON-CONFIDENTIAL INFORMATION.** Recipient shall be under no obligation to maintain confidential any information which;

A. Recipient can show was in its possession at the time of its disclosure by Owner to Recipient and was not acquired, directly or indirectly, from Owner or others with whom Owner has a contractual agreement; or

B. Was acquired by Recipient from another who had no confidential commitment to Owner with respect to same or did not acquire such information, directly or indirectly, from Owner; or

C. Becomes, through no fault of Recipient, a part of the public domain by publication or otherwise.

6. **TITLE TO PROPERTY.** All plans, drawings, photographs, prints, computer programs, samples, data, equipment, formulae, parts, models, prototypes or other documents or materials furnished by Owner to Recipient shall remain the property of Owner and same shall be deemed in the custody of and as bailment to Recipient only for the limited purposes specified herein and shall be returned to Owner, along with any copies or reproductions thereof, upon demand by Owner. Nothing contained in the Agreement or any disclosure hereunder shall be construed as granting or implying any transfer of rights to Recipient or granting any license or

other right in or to the information so disclosed or to any patent or patent application relating thereto. Recipient shall not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any methods, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Owner.

7. **REPRODUCTION.** Recipient will not, without the prior written consent of Owner, use, simulate, disclose, reproduce or copy, or permit the use, simulation, disclosure, reproduction or copying of any of such documents or materials.

8. **INVOLUNTARY DISCLOSURES.** In the event that Recipient or anyone to whom he transmits the Confidential Information pursuant to this Agreement becomes legally required to disclose such Confidential Information, the Recipient shall provide Owner with prompt notice so that he may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

9. **JURISDICTION.** This Agreement shall be interpreted, construed, and enforceable in accordance with the laws of the State of Ohio regardless of the place of execution or the place of performance.

10. **ASSIGNMENT.** This Agreement is non-assignable by Recipient unless prior written consent of Owner is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

11. **INTERPRETATION.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

12. **COMPLETE AGREEMENT.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced in writing and signed by them.

13. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by a single arbitrator under the then current rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction. The arbitration shall be held and the award shall be deemed to be made in Cincinnati, Ohio. Notwithstanding the foregoing, Owner may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

The parties hereto executed this Agreement in duplicate on this _____ day of _____, _____.

Owner (Inventor):

X _____

Printed: _____

Title: _____

Recipient:

Develop Your Idea, Inc.
An Ohio Corporation

 _____

Andrew Thul,
President
Develop Your Idea, Inc.