

**NONDISCLOSURE MANUFACTURING AGREEMENT**

THIS AGREEMENT, ("Nondisclosure Manufacturing Agreement") entered as of this day \_\_\_\_\_, between \_\_\_\_\_ (hereinafter referred to as the "Owner"), located at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as the "Recipient"). located at \_\_\_\_\_.

WHEREAS, the Owner has developed certain valuable information, concepts, ideas, or designs, which the Owner deems confidential (Hereinafter referred to as the "Information"); and WHEREAS, the recipient is in the business of using such information for its projects and wishes to review the information; and WHEREAS, the owner wishes to disclose the information to the Recipient; and WHEREAS, the recipient is willing to not disclose this information, as provided in this agreement.

The following schedules are incorporated into this Agreement by reference and form an integral part of hereof: Schedule "A" (referred to as List of the Good or Goods to be manufactured). NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties here to agree as follows:

1. **DISCLOSURE.** Owners shall disclose (what is the product) to the Recipient the Information, Which concerns:\_\_\_\_\_.

2. **PURPOSE.** Recipient agrees that this disclosure is only for the purpose of the Recipient's evaluation to determine its interest in the commercial exploitation of the information.

3. **LIMITATION ON USE.** Recipient agrees not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to the information.

4. **CONFIDENTIALITY.** Recipient understands and agrees that the authorized disclosure of the Information by the Recipient to others would irreparably damage the Owner. As consideration and in return for the disclosure on this Information, the Recipient shall keep secret and hold in confidence all such Information and treat the Information as if it were the Recipient's own proprietary property by not disclosing it to any person or entity.

5. **GOOD FAITH NEGOTIATIONS.** If, on the basis of the evaluation of the Information, Recipient wishes to pursue the exploitation thereof, Recipient agrees to enter into good faith negotiations to arrive at a satisfactory agreement for these purposes. Until and unless such agreement is entered into, this Nondisclosure Agreement shall remain in force.

6. **MANUFACTUR AND SUPPLY OF THE GOODS.** Subject to the terms agreed in this contract, Recipient shall manufacture and supply the Good(s) to Owner (hereinafter: "the Good" or "Goods") as listed in Schedule "A".

6.1 **Grant of License.** Owner grants to Recipient on the terms and conditions in this agreement, and under any Exhibits attached and made part of this agreement, the following rights exclusive of all other entities and persons:

a) To design or redesign ("the Good" or "Goods") described in Schedule "A" to this agreement ("the Products");

b) To manufacture the Goods under Recipients design Specifications as may be mutually agreed upon by Owner from time to time;

**6.2 Term; Initial.** This agreement and the license granted under the agreement shall be for a term of five (5) design revisions commencing on the Effective Date, subject to earlier termination as provided below and subject to the provisions of the following paragraph providing for successive renewal terms for this agreement.

**6.3 Renewal Term.** This agreement shall automatically renew for consecutive one-design revision terms up to five-design revision terms unless either party provide notice of termination to the other party no later than the start of a new design revision term.

**6.4 Termination Rights.** Notwithstanding any other provisions, Owner may terminate this agreement for any reason without notice to the party no later than receiving finale manufactured Goods and prior to the start of a new design revision term.

**6.5 Intellectual Property Rights.** This agreement shall not be construed to give Recipient any vested right, title, or interest in any of the Trademarks or copyrighted material of Owner except to the extent and in the manner, time, and places Owner authorized and permitted to use the Trademarks or copyrighted material as provided in this Agreement.

**7. MISCELLANY.** The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

**Owner Party**

**Recipient Party**

By \_\_\_\_\_

By \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**