

NON- DISCLOSER AGREEMENT

This Non-Disclosure Agreement (the "Agreement") and Non-Compete are entered into as of _____, by and between:

Party A:

Nitriam LLC.
15520 Galbi Dr
Orlando, FL 32828

Party B:

Name:
Address:

Purpose of Agreement:

The Receiving Party agrees to keep confidential and not disclose any confidential information which is disclosed to the Receiving Party by the Disclosing Party for the purpose of mechanical design and rapid prototyping (the "Purpose").

Definition of Confidential Information:

For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged.

Confidential Information includes but is not limited to:

- Client Information and project details
- Business plans and strategies
- Technical data, software, and source codes
- Any other information designated as confidential by the Disclosing Party
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Obligations of Receiving Party:

The Receiving Party agrees to:

- Hold and maintain the Confidential Information in strictest confidence.
- Take all reasonable precautions to protect the confidentiality of Confidential Information.
- Not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party.
- Not use Confidential Information for any purpose except for the Purpose.
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Exclusions from Confidential Information:

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Receiving Party.
- Is rightfully received by the Receiving Party from a third party without duty of confidentiality.
- Is disclosed with prior written approval of the Disclosing Party.
- Is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.
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Term:

This Agreement shall remain in effect for thirty-six (36) months from the date of disclosure of the Confidential Information or until terminated by the Disclosing Party in writing.

No License:

Nothing in this Agreement should be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information, except as specified in this Agreement.

No Partnership:


This Agreement does not guarantee a partnership, joint venture, or any other business relationship between the parties.

Non-Compete:

During the term of this Agreement and for a period of thirty-six (36) months following the Contractor's resignation or termination (the "Restricted Period"), the Contractor shall not, directly or indirectly, in any manner whatsoever engage in any capacity with any of Nitriam LLC's current lines of business or any business then engaged in by Nitriam LLC (the "Company's Business") for the Contractor's own benefit or for the benefit of any person or entity other than Nitriam LLC.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.



Miscellaneous:

- Any amendments or modifications to this Agreement must be in writing and signed by both parties.
- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
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IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.

Signed,

Party A:

Name:

Title:

Date:

Party B:

Name:

Title:

Date:

