

CONFIDENTIALITY AGREEMENT

This Agreement made as of *****DATE**** and between Business Metamorphosis LLC [BML] having offices at 108 Timberbrook Lane, Penfield NY and ****Client****,. , having a principal place of business at ****Clients Address****. who desire to enter into discussions and exchange proprietary information. . In the course of such discussions, it will be necessary for either party to disclose certain information, which it deems to be confidential (“Confidential Information”). The Confidential Information may include, without limitation, engineering designs, architecture and other technical data, as well as business plans, financial data, and other items pertaining to the above subject matter as may be necessary or desirable to achieve the purposes stated herein. To protect such Confidential Information, the parties (the party disclosing the Confidential Information and the party receiving same are herein called “DISCLOSER” and “RECIPIENT”, respectively) agree as follows:

- (1) To be protected hereunder Confidential Information must be disclosed in written or graphic form conspicuously as “Confidential” or “Proprietary”. Oral disclosures for which protection is sought must within fifteen (15) days be clearly identified in writing by **DISCLOSER** as Confidential Information.
- (2) **RECIPIENT** agrees to receive and hold all such Confidential Information acquired from **DISCLOSER** in strict confidence and to disclose same within its own organization only, and only to those of its employees who will protect and preserve the confidentiality of such disclosures and who are designated by **RECIPIENT** to evaluate the Confidential Information for the afore mentioned purposes. Without affecting the generality of the foregoing, **RECIPIENT** will exercise no less care to safeguard the Confidential Information acquired from **DISCLOSER** than **RECIPIENT** exercises in safeguarding its own Confidential or Proprietary Information.
- (3) **RECIPIENT** agrees that it will not disclose or use Confidential Information acquired from **DISCLOSER**, in whole or in part, for any purposes other than discussions and exchange proprietary information of the business. Without affecting the generality of the foregoing, **RECIPIENT** agrees that it will not disclose any such Confidential Information to any third party, or use same for its own benefit or the benefit of any third party.
- (4) The foregoing restrictions on **Recipient’s** disclosure and the use of Confidential Information from **DISCLOSER** shall not apply to the extent of information (i) known to **RECIPIENT** prior to receipt from **DISCLOSER**, (ii) of public knowledge without breach of **Recipient’s** obligations hereunder, (iii) acquired by rightfully by RECIPIENT from a third party without restriction on disclosure or

use, (iv) as to which **RECIPIENT** has received express written consent from an authorized officer of **DISCLOSER** to disclose or use and (v) independently developed by the **RECIPIENT**. Provided, however, that **RECIPIENT** shall have the burden of proof respecting any of the aforementioned events on which **RECIPIENT** relies as relieving it of the restrictions hereunder on disclosure or use of such Confidential Information, and provided further that, in the case of any events (ii) or (iii), the removal of restrictions shall be effective only from and after the date of occurrence of the applicable event.

- (5) The furnishing of Confidential Information hereunder shall not constitute or be construed as a grant of any expressed or implied license or other right, or a covenant not to sue or forbearance from any right of action (except as to permitted activities hereunder), by **DISCLOSER** to **RECIPIENT** under **DISCLOSER's** patents or other intellectual rights.
- (6) The Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of Confidential Information by **DISCLOSER** to **RECIPIENT** **within one (1) year thereafter**, at the end of which time the Agreement shall expire, unless terminated earlier by either party at anytime on ten (10) days prior written notice to the party. Upon expiration or termination of the Agreement, **RECIPIENT** shall immediately cease any and all disclosures or uses of Confidential Information acquired from **DISCLOSER** (except to the extent relieved from restrictions pursuant to Paragraph 4, above) and, at **DISCLOSER's** request **RECIPIENT** shall promptly return all written, graphic, or other tangible forms of the Confidential Information (including notes or other write-ups thereof made by **RECIPIENT** in connection with the disclosures by **DISCLOSER**) and all copies thereof made by **RECIPIENT**.
- (7) The obligations of **RECIPIENT** respecting disclosure and use of Confidential Information acquired from **DISCLOSER** shall survive expiration or termination of this Agreement and shall continue for **a period of 3 years** thereafter or, with respect to any applicable portion of the Confidential Information, until the effective date of any of the events recited in Paragraph 4, whichever occurs first. After such time **RECIPIENT** shall be relieved of all such obligations.
- (8) The **RECIPIENT** and its employees shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to, Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State.

- (9) This Agreement will be binding and insure to the benefit of the parties and their respective successors and assigns. This Agreement has been entered into for the benefit of the **RECIPIENT** and the Company and it is understood that each party and its successors and assigns may institute appropriate actions against the other to enforce their rights hereunder. All parties acknowledge that money damages would be an insufficient remedy for any violation of the terms of this Agreement and, accordingly, each party will be entitled to specific performance and injunctive relief as remedies for any violation. Such remedies will not be exclusive remedies, but will be in addition to all remedies available at law or equity.
- (10) This Agreement shall be construed and interpreted in accordance with and governed by the laws in the force in the State of New York, U.S.A.

Information exchanged under this Agreement shall be addressed as follows:

Each party acknowledges its acceptance of the Agreement by the signature below of its authorized officer on duplicate counterparts of the Agreement. One of which fully executed counterparts is to be retained by each party.

Signed On: _____
For- Business Metamorphosis LLC,

By: _____
Richard N. Blazey : Managing Member

Signed On : _____
For *Client*

By: _____
****Executive, Executives Title****