

NONDISCLOSURE & NONCOMPETE AGREEMENT

Date _____/_____/_____

This agreement is entered into by:

Client _____

Whereafter called “client” with an address of _____
_____ and FRISELLA DESIGN LLC
with an address of 2075 Sunnydale Blvd, Unit F-1, Clearwater, Florida, 33765
also listed at the end of this Agreement, on behalf of itself and its subsidiaries
collectively, hereafter referred to as “FRISELLA DESIGN”.

1. **Purpose of Agreement.** The parties agree that it is desirable to exchange Confidential Information, as defined herein, for the purpose of enabling FRISELLA DESIGN to carry out its business objectives of effectively providing industrial and product design and engineering services and manufacturing consultation and related problems and challenges which FRISELLA DESIGN and “client” encounter in connection with conducting their joint business.

2. **Confidential Information.** “Confidential Information” means information consistent with the purpose stated in Section 1 which is disclosed in any tangible form and is clearly labeled or marked as confidential, proprietary or its equivalent, or information which is disclosed orally or visually, is designated as confidential, proprietary or its equivalent at the time of its disclosure and is reduced to writing and clearly marked or labeled as confidential, proprietary or its equivalent within thirty (30) days of disclosure. To be protected under this Agreement, Confidential Information disclosed to FRISELLA DESIGN shall be disclosed to the individual named at the end of this Agreement or other authorized employee of FRISELLA DESIGN.

3. **Use and Handling of Confidential Information.** FRISELLA DESIGN, upon receiving Confidential Information shall restrict the use of the Confidential Information to the purpose set forth in Section 1, and shall safeguard against disclosure of Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of importance.

FRISELLA DESIGN may make only the minimum number of copies of any Confidential Information required to carry out the purpose of this Agreement. All proprietary and copyright notices in the original must be affixed to copies or partial copies. The term of this NDA is 2 years from its initial signing. Any revision of this term must be agreed to by both parties and documented as an addendum to this NDA.

4. **Non-competition.** FRISELLA DESIGN, including any of its employees or assigns, shall not enter into any business agreements or arrangements of any kind based on the intellectual property, product ideas, prototypes or specific design ideas or other confidential information, revealed to FRISELLA DESIGN by the client or their authorized employees.

5. **Limitations on the Obligation with Respect to Confidential Information.** Neither party shall be obligated to maintain any information in confidence or refrain from use if:
 - A. The information was in FRISELLA DESIGN possession or was known to it prior to its receipt from the disclosing party. This fact, known to FRISELLA DESIGN prior to its disclosure by client, must be established and reported to the client by FRISELLA DESIGN with 3 business days of its disclosure to FRISELLA DESIGN.

 - B. The information is or becomes public knowledge without fault of FRISELLA DESIGN.

 - C. The information becomes available on an unrestricted basis to a third party from the disclosing party or from someone acting under its control.

6. **Intellectual Property Rights.** No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No license is hereby granted, directly or indirectly, under any patent, trade secret, copyright, mask work right or other intellectual property right now held by, or which may be obtained by, or which are or may be licensable by either party.

7. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

8. **Return of Materials.** Upon expiration of the terms set forth, in Section 3, or upon completion of the purpose contemplated for the release of Confidential Information, or upon request of either party, whichever occurs first, each party shall immediately return to the other all Confidential Information received under this Agreement and all copies thereof or, if a party so requests, shall immediately destroy all Confidential Information and copies.

9. **Term.** The obligation of the parties to refrain from disclosure and use of any of the Confidential Information received under this Agreement shall terminate two (2) years from the date of receipt of the first of such Confidential Information to be disclosed. Other arrangements regarding term must be agreed to by both parties prior to disclosure of confidential information

10. **Authority.** Each party represents and warrants to the other that it, and the person executing this agreement on its behalf, possesses all necessary power, right and authority lawfully to carry out the transactions contemplated by this Agreement. Further, each party warrants that it has the unqualified right to transmit and otherwise dispose of the Confidential Information disclosed under this agreement.

By: FRISELLA DESIGN L.L.C.

By: Philip Frisella

Title: CEO/Owner

X _____

Date: ____/____/____

By: _____

By: _____

By: _____

By: _____

Title: _____

Title: _____

X _____

X _____

Date: ____/____/____

Date: ____/____/____