

Airgid Global – Non Disclosure Agreement

NON-DISCLOSURE, NON-CIRCUMVENTION AND NON-COMPETITION AGREEMENT

This **NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT** is effective as of _____ by and between Airgid Global, LLC, a Delaware Limited Liability Company whose address is PO Box 312, Fair Lawn, NJ 07410, (hereinafter the “Disclosing Party”); and _____ whose address is _____ (hereinafter the “Receiving Party”). (Disclosing Party and Receiving Party are hereinafter collectively referred to as the “Parties”).

1. **Purpose**

The Parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The Parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, trade secrets, and/or business entity formation and structuring. In connection with these discussions, it may be necessary and/or desirable for the Disclosing Party to provide the Receiving Party with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Disclosing Party (collectively the "Confidential Information"). Therefore, the Receiving Party represents and agrees that Receiving Party is under an obligation of confidentiality. The Disclosing Party believes, and the Receiving Party hereby agrees, that the Disclosing Party’s Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Receiving Party’s willingness to engage in the contemplated business discussions and planning. The Receiving Party agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing Party shall be held responsible and liable in case of a breach of this Agreement.

2. **Confidential Information**

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Disclosing Party to the Receiving Party orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Disclosing Party, and information relating to transactional procedures. However, Confidential Information shall not include information, which can be clearly demonstrated to be:

- a. Generally known or available to the public, through no act or omission on the part of the Receiving Party; or
- b. Provided to the Receiving Party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a Party to this Agreement; or independently developed by the Receiving Party without use of the Confidential Information.

3. **Obligation of Confidentiality**

The Receiving Party agrees that when receipt of any Confidential Information has occurred:

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- a. The Receiving Party shall not disclose or communicate Confidential Information to any third party, except as herein provided. Receiving Party shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Receiving Party uses for its most crucial proprietary and trade secret information.
- b. Receiving Party shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c. The Disclosing Party shall permit access to its Confidential Information to the Receiving Party's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Receiving Party evaluating, contemplating, recommending, or engaging in any program or service offered by the Disclosing Party or for the purpose of entering into a business relationship with the Disclosing Party, and only if said agents, employees, or third parties:
 1. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 2. have been apprized of this Agreement and the Receiving Party's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

4. Obligation of Non-Competition

The Receiving Party hereby agrees for itself, its officers, directors, agents, associates and any related parties, that it will not, directly or indirectly, engage in competition with the Disclosing Party. The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Receiving Party agrees it shall not use any advantages derivable from such Confidential Information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

5. Non-Circumvention

The Receiving Party hereby agrees for itself, its officers, directors, agents, associates and any related parties, that it will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Disclosing Party of profits, fees or other payments otherwise due, without the specific written approval of the Disclosing Party, or otherwise seek to evade or circumvent compliance with the provisions of this Agreement.

6. No Representations

The Receiving Party understands that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the information it provides to the Receiving Party. The Receiving Party agrees that neither the Disclosing Party, nor any of its advisers, representatives, agents, or employees shall

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be held liable for utilization of Confidential Information which results from the Receiving Party's use of said information.

7. Term

This Agreement shall, by mutual consent of the Parties, remain in force and affect for a period of five years from the date signed and executed by all Parties, with the effective date being the date on which the final signature is affixed hereto.

8. Miscellaneous

- a. As used in this Agreement, the terms "agents or employees" shall include the directors, officers and employees of any of the Parties. It also includes the Receiving Party, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Receiving Party is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.
- b. Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.
- c. No agency or partnership relationship is created between the Parties by this Agreement.
- d. No Party has an obligation under this Agreement to purchase any service or item from any of the other Parties, or to offer any service or item for sale to any of the other Parties and that any agreement to have a business relationship between the Parties will exist only when such agreement is in writing and duly executed by all the Parties hereto.
- e. *ANY* and *ALL* additions, modifications, and waivers of this Agreement must be made in writing and signed by all Parties. However, the failure of a Party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
- f. This Agreement is made and shall be governed and construed in accordance with the laws of the State of New Jersey. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be state or federal courts of the State of New Jersey.
- g. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any Party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing Parties shall be

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entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

- h. This Agreement constitutes the entire understanding between all the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Parties hereto and the Confidential Information.

9. Mutuality

To the extent that confidential information is disseminated or exchanged by both Parties, such information shall be confidential as to both the Disclosing Party and the Receiving Party.

IN WITNESS WHEREOF, the Parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

AGREED TO AND ACCEPTED BY:

(DISCLOSING PARTY)
AIRGID GLOBAL, LLC

By: _____
Edward J. McCaffrey
Managing Director

(RECEIVING PARTY):
[COMPANY NAME]

By: _____
Name: _____
Title: _____
Contact Number: _____
E-mail: _____