
PED-Manufacturing

Division of PED-Stuart Corporation

PO Box 15550

Brooksville, FL 34604 USA

Tel: (352) 754-6001 Fax: (352) 754-1711 <http://www.ped-corp.com>

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Non Disclosure and Restricted Use Agreement

This is a Professional Services Contract (hereinafter referred to as the "Agreement") made the date below written, effective _____, _____, by and between PED-Stuart Corporation, a Florida corporation (hereinafter referred to as "PED Manufacturing") and _____ (hereinafter referred to as "Customer").

PED-Manufacturing, Division of PED-Stuart Corporation, whose address is P.O. Box 15550 Brooksville, Florida 34604 and _____ (Customer), whose address is _____.

Wish to preserve the trade status of certain information. They therefore agree:

PED-Manufacturing will disclose Confidential and Proprietary information to Customer/Recipient for the sole purpose exchanging the following information regarding the _____.

1. **"Confidential and Proprietary Information"** Means information given in hard copy form, conspicuously labeled "Confidential and Proprietary" or with similar legend. Orally transmitted information is "Confidential and Proprietary" or with similar legend. Orally transmitted information is Confidential and Proprietary Information if it is identified as confidential and/or proprietary when first disclosed.

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2. **Confidential and/or Proprietary Information loses that status if:** (1) the information becomes publicly available (by means other than as a result of Customer/Recipient's breach of this agreement), or (2) Customer/Recipient gets it without restrictions from a third party who had the right to disclose it without restrictions.

3. **Continuing Obligation by Customer/Recipient:** Customer/Recipient will not disclose Confidential and/or Proprietary Information to any third party without PED Manufacturing prior written consent, and will protect the Confidential and/or Proprietary Information by using the same degree of care (but no less than a reasonable degree of care) as PED Manufacturing uses to protect its own similar confidential and proprietary data. Customer/Recipient will use the Confidential and/or Proprietary Information only for the purposes described in Section 1. On written request from PED Manufacturing, Customer/Recipient will return, or have an officer certify the destruction of, all originals and copies of Confidential and Proprietary Information.

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4. **Sharing of Confidential and Proprietary Information:** Customer/Recipient may give confidential and proprietary information to its employees, contractors and on a need to know basis to assist Customer/Recipient to accomplish the described in Section 1. However, such individuals must first be bound by non-disclosure agreements with Customer/Recipient (which in general form) limited their right to use such information for the purposes for which they receive it. Customer/Recipient will use reasonable commercial efforts to enforce the non-disclosure agreements this section requires and be bound by its employees, contractors and/or consultant's violation of the non-disclosure agreement herein.

5. **PED Manufacturing Warranty:** PED-Stuart warrants it has the rights to disclose Confidential and Proprietary Information it conveys to Customer/Recipient.

6. **No Obligation Conveyed:** This agreement creates no obligation to purchase, sell, develop, research, or disclose anything; it grants no license; and it creates no agency or partnership between PED Manufacturing and Customer/Recipient.

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7. **Non-Transferable:** Customer/Recipient will not transfer Confidential and Proprietary Information without obtaining the written consent of PED Manufacturing.

8. **Choice of Law:** Florida and U.S. laws govern this agreement. Breach of this agreement can be enjoined, as money damages would not cure the harm from breach. It supersedes all prior non-disclosure or similar agreements between the parties as to Proprietary Information disclosed after the Effective Date.

9. **Complete Agreement:** This Agreement contains the final, complete and exclusive expression of the understanding among the parties with respect to this Agreement and it supersedes any prior or contemporaneous agreement or representation, oral or written, made by either party.

10. **Attorney Fees:** The parties agree that in the event of any of the terms and conditions contained in this Agreement must be enforced, the non-prevailing party shall be liable for reasonable collection and/or legal fees, trial and appellate levels, and any other reasonable costs and expenses incurred in connection with the enforcement of any available remedy.

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IN WITNESS WHEREOF, The parties hereto have set their hands and seal as first written above. Signed, sealed and delivered in the presence of:

CUSTOMER/RECIPIENT

PED Manufacturing

A Division Of

PED-STUART CORPORATION

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____