

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

Arguello Brothers & Associates has certain proprietary information that it may disclose to _____
_____ having a place of business at _____ (“Recipient”) to enable
Recipient to evaluate the Patent Pending # _____, entitled _____
_____ (hereinafter referred to as “Information”).

It may become necessary to disclose to Recipient proprietary Information belonging to Arguello Brothers & Associates, including without limitation plans, specifications, processes, systems, methods, customers’ or suppliers’ names and other confidential information.

Recipient, accepts disclosure of the Information on the basis of the following conditions:

1. Recipient shall treat all of the Information received and identified in writing as being confidential or proprietary and confidential and not use any of such Information in any way other than for the specific purposes aforesaid; not disclose any of such Information to third parties; limit access to such Information to those of its or its affiliates’ employees and subcontractors reasonably requiring same for the specific purposes aforesaid; and, require employees and subcontractors given access to such information to be bound by obligations of secrecy and non-use comparable in scope and duration to that herein set forth.
2. The foregoing agreement shall not apply to (a) information that was known to Recipient prior to its receipt, directly or indirectly, from provider, (b) information that is now or hereinafter becomes, through no act or failure to act on Recipient’s part, generally known on the nonconfidential basis to the industry, or (c) information hereinafter rightfully furnished to Recipient by a third party as a matter of right and without restriction on disclosure.
3. The obligations set forth in Paragraphs 1 and 2 shall terminate six (6) years from the date on which this Agreement is executed or six (6) years from the latest date on which Recipient receives Information from provider hereunder, whichever is the later of such dates.
4. Recipient shall obtain no right of any kind in the Information by reason of this Agreement. All information remains the property of Arguello Brothers & Associates.
5. Arguello Brothers & Associates warrants that it has the right to make disclosure of the Information to Recipient.
6. Any breach of the non-disclosure provisions of this agreement by a recipient may result in the recipient being lawfully liable for such unauthorized disclosures.
7. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the Patent Laws of the United States of America.
8. The above constitutes the full and complete agreement in this matter by and between the parties hereto.

ARGUELLO BROTHERS & ASSOCIATES

COMPANY

By _____
Frank Arguello, MD
President

By _____
(print) _____

Date _____

Title _____
Date _____

Must be signed and dated by all persons to whom confidential information might be disclosed.

Fax to Arguello Brothers & Associates at: (301) 695-1800. Please include also the information we request in the section: “Technologies Available for Licensing.”