**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This non-use/nondisclosure and confidentiality agreement ("Agreement") is entered into as of this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_ , between VETTED TECH INC. a New York corporation having its principal place of business at 6085 Court Street Road, Suite C, Syracuse, NY 13206, and its parent, subsidiary and affiliate companies and/or divisions (collectively referred to herein as "VETTED"), and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**RECITALS**

Disclosing Party is desirous of disclosing and Receiving Party is desirous of receiving certain "Confidential Information."

Both parties are desirous of negotiating and/or entering into supply, manufacturing, data sharing, sales, employment, independent contracting, licensing, asset purchase, developmental, joint venture, merger/sale, and/or other contracts concerning products, business plans and/or processes related to the "Confidential Information."

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section One: Confidential Information Defined**

Confidential Information shall mean information developed, acquired and/or maintained by Disclosing Party, including, but not limited to: manufacturing methods, devices, and know-how, software programs, related interfaces and audio/visual displays, information concerning processes, transaction information and summaries, formulae, machines, components, inventions, systems, designs, materials, pending patent applications, compositions, ideas, specifications, or arts relating to products and services for the manufacture, assembly, testing, sale and service of products and services, as well as financial projections, financing plans and other business information, customer lists and information, and any and all other types of trade secrets as well as other proprietary information related to business plans and processes, and all related documents, records, notebooks, drawings, photographs and any repositories or representations of such information are hereinafter referred to as "Confidential Information."

**Section Two: Duties Concerning Confidential Information**

The Receiving Party agrees that it will not, without the specific prior written consent of the Disclosing Party, use such Confidential Information except for the purposes stated herein. The purpose of this Agreement is to: enable Receiving Party's evaluation of the technical feasibility and economic value of such Confidential Information for the purpose of negotiating and/or entering into supply, manufacturing, sales, licensing, asset purchase, developmental, joint venture and/or other contracts between Receiving Party and Disclosing Party.

The Receiving Party further agrees not to disclose the Confidential Information to any person or entity, including a parent, subsidiary and/or other affiliated entity, without the specific prior written consent of the Disclosing Party. The Receiving Party also agrees that, even with the written consent of the Disclosing Party, he will only disclose the Confidential Information to those individuals who have a "need to know" and who will perform all or a portion of the duties of the Receiving Party hereunder. In the event the Receiving Party shall deem it necessary to disclose Confidential Information received to anyone, the Receiving Party, after receiving the required written consent from the Disclosing Party, shall advise such persons(s) of the provisions of this Agreement and shall obtain a written acknowledgement from each person to abide by and maintain the confidential, non-use and other provisions hereof.

**Section Three: Limitations Concerning Confidential Information**

The obligation of the Receiving Party not to use or disclose Confidential Information shall not apply to information which:

(a) is or shall have been known to, or independently developed by, the Receiving Party before receipt thereof from the Disclosing Party;

(b) is disclosed to the Receiving Party in good faith under no obligation of confidence by a third party who has a right to make such disclosure;

(c) is known to the public, other than by breach of this Agreement; or

(d) is required to be disclosed under order of a court of competent jurisdiction.

**Section Four: Return of Confidential Information and All Related Information**

Receiving Party agrees to promptly return all Confidential Information, including but not limited to documents, records and all other information related to Confidential Information and all copies thereof, upon termination of this Agreement or at the request of Disclosing Party.

**Disclosing Party Disclosures of Confidential Information Do Not Constitute Any Representation, Warranty, Assurance, Guaranty or Inducement by Disclosing Party to Receiving Party. Disclosing Party and its Shareholders and Affiliates Expressly Disclaim the Accuracy or Completeness of Any and All Information Provided Unless a Specific Representation Is Made with Reference to this Agreement in Writing by the Disclosing Party**.

**Section Five: Term of Agreement**

The Agreement shall automatically renew each year on the effective date of the Agreement. The Agreement can be terminated by either party upon thirty (30) days written notice to the other party. All obligations related to the Confidential Information shall terminate five (5) years form the date of termination of the agreement.

**Section Six: General Provisions**

A party's attempted waiver, consent or authorization of any kind to any breach or default under this Agreement shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege shall preclude or limit any other right or further exercise of such rights or the exercise of another right, remedy, power or privilege with respect to the same or any other matter. If a court of competent jurisdiction holds that any one or more of this Agreement's provisions are invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Agreement's other provisions, and this Agreement shall be construed as if it had never contained such invalid, illegal or unenforceable provisions. Any provision of this Agreement intended to survive termination, including but not limited to those related to confidentiality, non-use, ownership rights, title protection, damages, relief and such other provisions shall survive termination hereof. The parties consent to the exclusive jurisdiction of the state or federal courts in Onondaga County, New York, United States of America. The laws of the State of New York shall govern the interpretation and enforcement of the terms hereof.

**Section Seven: Injunctive Relief and Attorneys’ Fees**

Each party acknowledges that damages at law will be an insufficient remedy in the event that it violates the terms of its confidentiality obligations hereunder and that the other party may apply for and obtain immediate injunctive relief in any court of competent jurisdiction to restrain the breach or threatened breach. Each recipient agrees to indemnify the other party for any loss or damage (including reasonable attorney's fees) suffered by the other party resulting from any breach hereof including, but not limited to, third party claims, actions or proceedings arising from any breach by the recipient of confidentiality obligation hereunder.

IN WITNESS WHEREOF, the respective parties hereunto have caused this Agreement to be executed and effective as of the date first above written.

VETTED TECH Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_