

Manifest Interactive

NON-DISCLOSURE AGREEMENT

May 5, 2010



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated May 5, 2010 ("Effective Date"), is between Manifest Interactive, LLC, 3439 NE Sandy Blvd #283, Portland, OR 97232 ("Vendor"), and Company ABC, 123 Any Street, Anywhere, State ("Customer") referred to individually as "Party" and collectively as the "Parties".

1. Background

The Parties are interested in entering into discussions for the purpose of enabling the Parties to evaluate the feasibility, and to potentially negotiate the details, of a business relationship (the "Purpose"). As such, the Parties have entered into this Agreement to assure the confidentiality of Confidential Information in accordance with the terms of this Agreement.

2. Confidential Information

The term "Confidential Information" shall mean all information relating to the business, research, development, production and distribution, including intellectual property rights, of a Party or its Affiliate that is disclosed during the term of this Agreement by any means including written, electronic, oral or in presentations or during site visits. As used in this Agreement, the term "Affiliate" means and refers to any entity that controls, or is controlled by, or is under common control with, a Party to this Agreement.

Confidential Information shall not include any information which:

- (a) becomes public information or is generally available to the public other than by an unauthorized act or omission of the receiving Party;
- (b) is received by a Party from third parties who are in rightful possession of such information and have the legal right to make such a disclosure;
- (c) a Party or its Affiliate can show by written records was in its possession prior to the time of the disclosure hereunder and that such information was acquired legally and not directly or indirectly from the other Party;
- (d) is required by law to be disclosed to a government agency, contingent upon the receiving Party informing the disclosing Party prior to said disclosure in sufficient time to enable the disclosing Party to seek any available legal remedies; or
- (e) is independently discovered or developed by a Party or its Affiliate, without the use of the other Party's Confidential Information, as can be documented by written records.

3. Disclosure of Confidential Information

Except as provided in this Section (3), the receiving Party shall not, for a period of seven (7) years from the Termination Date of this Agreement, disclose any Confidential Information received from the other Party to any third party nor use said Confidential Information for any reason other than for the Purpose, without the prior written consent of the disclosing Party. The receiving Party may disclose Confidential Information only to persons within its organization or the organization of its Affiliates who have a need to know such Confidential Information in the course of the performance of their duties and who agree to protect the Confidential Information in a manner consistent with the terms of this Agreement.

In addition, each Party and its Affiliates agree not to disclose to any third party: (a) that discussions or negotiations are taking place concerning a possible relationship between the Parties; or (b) any terms, conditions or other facts with respect to any such possible relationship, including the status thereof.

4. Return of Confidential Information

All Confidential Information disclosed shall remain the property of the disclosing Party. The receiving Party shall, upon request of disclosing Party, either return or destroy Confidential Information received pursuant to this Agreement (and all copies and reproductions thereof), including any derivative materials that embody or restate the Confidential Information received from the disclosing Party.

5. Further Agreements

Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement, or as a grant of a license or interest in or right or title to any Confidential Information disclosed pursuant to this Agreement or any existing patent or patent application or any other intellectual property right or application thereof. Neither Party shall be obligated by this Agreement to supply Confidential Information to the other, and nothing in this Agreement shall preclude or prohibit either party from entering into similar arrangements with any third party.

6. Waiver

The failure of a Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time.

7. Term and Termination

This Agreement shall govern all communication between the Parties made during the period from the Effective Date to MONTH XX, 20XX (“Termination Date”).

8. Assignment and Change of Control

Customer shall be entitled to assign or otherwise transfer any and all rights and obligations under this Agreement to its successors in title/business or to a Customer Affiliate at its sole discretion, without the prior consent of Vendor.

9. Governing Law

This Agreement shall be governed by, and interpreted in accordance with, the laws of the state of Oregon as though made and to be fully performed in said state.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MANIFEST INTERACTIVE, LLC

COMPANY ABC

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____