

Non-Disclosure Agreement

This **AGREEMENT** is made and entered into as of _____, by and between AZCO Corporation, Inc. a New Jersey corporation having their offices at 26 Just Road in Fairfield, New Jersey and _____ having their offices at _____.

WHEREAS, the parties contemplate entering into business and/or technical discussions relating to the disclosure of cutting, slitting and inserting products and technology.

WHEREAS, in furtherance of these discussions, it may be necessary or desirable for each party to disclose to the other certain confidential and proprietary business and/or technical information in order to enable discussions to freely take place between them concerning the subject matter referenced above.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises herein set forth, the parties agree as follows:

1. For the purpose of this Agreement, "Confidential Information" shall mean information received by one party from the other which is marked as "Confidential" and/or "Proprietary". Information initially furnished orally which was identified by the disclosing party as confidential and/or proprietary at the time of disclosure shall be confirmed by the disclosing party as Confidential Information in writing within fifteen (15) days of its initial disclosure.
2. For a period of five (5) years from the date of receipt, all Confidential Information shall be maintained in confidence by the receiving party, shall not be disclosed to any third party, and shall be protected with the same degree of care as the receiving party normally uses in the protection of its own confidential and proprietary information but in no case with any less degree than reasonable care. Each party further agrees not to use any Confidential Information received from the other party except for the purposes set forth above.
3. Furthermore, without the other's written consent, each company agrees not to disclose to others the existence AZCO'S relationship with the other party or the fact that either party is performing, or has performed services for either. The companies further agree to limit access to any confidential proprietary information set out above only to their agent, servants, and employees directly involved in the relationship, and having a bona fide need to such access.
4. The restrictions herein provided shall not apply with respect to Confidential Information which:
 - A. is known by the receiving party at the time of receipt; or
 - B. is or becomes a part of the public domain without breach of this Agreement by the receiving party; or
 - C. the receiving party obtains from a third party who has no obligation of disclosing confidence to disclosing party; or

- D. is independently developed by the receiving party; or
 - E. is disclosed pursuant to judicial action or Government regulations provided the receiving party notified the furnishing party prior to such disclosure and cooperates with the furnishing party in the event the furnishing party elects to legally contest and avoid such disclosure.
5. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring, either expressly or implied, any rights, licenses or relationships by the furnishing of Confidential Information specified above or pursuant to the Agreement.
 6. All tangible information, including drawings, specifications and other information submitted hereunder, by either party to the other, shall remain the property of the company of origin. If either party elects not to pursue any further business undertaking, each party shall promptly return all tangible information including any and all copies thereof of all Confidential Information.
 7. The Agreement shall become effective as of the date first written above and shall terminate two (2) years thereafter. However, expiration of the term of this Agreement shall not relieve the parties of any obligations set forth in Paragraph 2 with respect to Confidential Information, and all such obligations shall continue until expiration of the period set forth in Paragraph 2.
 8. This Agreement shall be subject to and construed in accordance with the laws of the Commonwealth of New Jersey in the United States of America.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Azco Corporation, Inc.

(Company Name)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)