



This **Mutual Non-Disclosure and Limited Use Agreement** effective as of the execution dates indicated below ("Effective Date"), is by (**your company name**) and NPI Services Inc., to ensure the protection and preservation of the ("Confidential Information") to be disclosed or made available for the intent of quoting and producing goods and services per (**your company name**)'s specifications.

Whereas, the parties desire to ensure the limited use and confidential status of the information which may be disclosed hereunder;

NOW THEREFORE, the parties agree as follows:

1. All information disclosed hereunder shall be deemed to be Confidential Information of the disclosing party, provided that written Confidential Information is clearly and conspicuously marked as such. Orally disclosed information shall be considered Confidential Information if identified as confidential at the time of disclosure, and its confidential nature is confirmed in writing within a reasonable time after disclosure; however, failure of the disclosing party to provide such written confirmation will not affect the confidential nature of the Confidential Information.
2. Each party may use the Confidential Information received from the other party only to the extent required to accomplish the specifications of this Agreement. No other rights or licenses under patents, trademarks, trade secrets, or copyrights are granted or implied by any disclosure of Confidential Information or this Agreement. The Confidential Information shall not be reproduced in any form, except as required to accomplish the intent of this Agreement.
3. Each party agrees to prevent the unauthorized disclosure or use of the Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care. The receiving party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
4. Exceptions to Confidentiality: This agreement imposes no obligation upon the parties with respect to the Confidential Information that: a) was in either party's lawful possession before the agreement; b) is or becomes a matter of public knowledge through no fault of the receiving party; c) is rightfully received by the receiving party or from a third party without a duty of confidentiality; or d) is independently developed by the receiving party. If any of these exclusions apply to only a portion of the Confidential Information, then only that portion shall be excluded from the restrictions contained herein.



5. This Agreement shall be governed by the laws of the State of California, excluding its rules regarding choice of law. This is the complete agreement between the parties regarding the confidential treatment of the Confidential Information, and may be changed only by a written agreement executed by authorized representatives of the parties.
6. The parties are, and shall remain at all times, independent contractors in the performance of this Agreement, and nothing herein shall be deemed to create a joint venture, partnership, or agency relationship between the parties. Neither party shall have the right or the authority to assume or to create any obligation or responsibility, express or implied, on behalf of the other except as may be expressly provided otherwise in this Agreement. Each party shall be solely responsible for the performance of its employees hereunder, including without limitation, ensuring that such employees comply with the requirements of this Agreement.
7. All parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from the disclosing party, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.
8. This Agreement shall continue in full force for one year from the Effective Date. This Agreement may be terminated at any time by either party giving ten days' written notice to the other party. Any termination of this Agreement shall not relieve the receiving party of its obligations imposed above, with respect to Confidential Information exchanged prior to the effective date of termination. For the purpose of all communications and transmittals of Confidential Information under this Agreement, the respective authorized representative of the parties, subject to change upon written notice, are:

NPI Services, Inc.

Your Company Name

Signature: _____

Signature: _____

Name: Judy Greenspon

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Address:
2961 W. MacArthur Blvd
Suite 126
Santa Ana, CA 92704

Address: