



**Agreement For Limited Use And Nondisclosure  
Of Confidential Information**

This Agreement, effective as of the last of the execution dates indicated below (“Effective Date”), is by and among NPI Services, Inc., with its principal address at 1580 Corporate Drive, Suite 124, Costa Mesa, CA 92626-1460 and \_\_\_\_\_, with its principal address at \_\_\_\_\_, to ensure the protection and preservation of the confidential and/or proprietary information (“Confidential Information”) to be disclosed or made available hereunder as follows:

**To be disclosed: Confidential engineering documents to quote business opportunity.**

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

**NOW THEREFORE**, in reliance upon and in consideration for the following undertakings, 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 and/or proprietary in nature by the disclosing party at the time of disclosure, and its confidential nature is confirmed in writing within a reasonable time after disclosure; during this period of time, information so disclosed shall be provided the same protection as written Confidential Information marked as such.
2. Each party may use the Confidential Information received from the other party only to the extent required to accomplish the intent 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.
3. The Confidential Information shall not be reproduced in any form, except as required to accomplish the intent of this Agreement.
4. 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.
5. All Confidential Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only for the purpose intended, and shall be returned or destroyed, as requested by the disclosing party, after the receiving party’s need for it has expired or upon request of the disclosing party, and in any event, upon completion or termination of this Agreement. Notwithstanding the foregoing, the Receiving Party shall not be required to return electronic copies retained for backup, disaster recovery or business continuity, and the obligations of confidentiality for such copies shall survive until such copies are destroyed pursuant to retention policies.
6. 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.

7. Exceptions to Confidentiality

- 7.1 It is understood that the term “Confidential Information” does not include information that:
- (a) has been published or is now in the public domain through no fault of the receiving party;
  - (b) prior to disclosure hereunder, is rightfully in the possession of the receiving party, as evidenced by documentation bearing a date prior to the date of disclosure;
  - (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party’s right to disseminate the information; or
  - (d) is independently developed by the receiving party through persons who have not had, either directly or indirectly, access to or knowledge of the Confidential Information.

If any of the above exclusions apply to only a portion of the Confidential Information, then only that portion shall be excluded from the restrictions contained herein.

- 7.2 The receiving party’s obligations of confidentiality shall be suspended with regard to the disclosing party’s Confidential Information that is
- (a) disclosed to third parties with the prior written approval of the disclosing party, to the extent permitted by the disclosing party; or
  - (b) required to be produced under order of a court of competent jurisdiction, provided that timely written notice is given to the disclosing party to allow the disclosing party time to intervene and respond to such order.

The exceptions set forth in Section 7.2 shall apply only to specific permitted releases of Confidential Information and shall not be construed as a general release of the obligation of confidentiality hereunder.

8. 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.  
1580 Corporate Drive, Suite 124  
Costa Mesa, CA 92626-1460

Company Name  
Street Address  
City, State, Zip code

Contact: \_\_\_\_\_  
Title:  
Phone:

Contact: \_\_\_\_\_  
Title:  
Phone:

9. 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.
10. 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 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.
11. 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.
12. This Agreement shall continue in full force for three years 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 by Sections 4 and 5, above, with respect to Confidential Information exchanged prior to the effective date of termination.



**NPI SERVICES, INC.**

**COMPANY NAME**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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