

**PROPRIETARY AND CONFIDENTIAL INFORMATION NONDISCLOSURE AGREEMENT**

During the term of this Proprietary and Confidential Information Nondisclosure Agreement, COHO Designs, LLC (hereinafter referred to as "COHO Designs") and the undersigned, acknowledge that they may receive from each other proprietary, confidential and technical information and data (hereinafter collectively referred to as "proprietary and confidential information"). With respect to such proprietary and confidential information exchanged between the parties pursuant to this Agreement, the parties do hereby agree as follows:

1. All proprietary and confidential information disclosed by one party to the other party shall be in writing and shall be clearly identified as proprietary and confidential at the time of disclosure. All proprietary and confidential information disclosed orally or graphically and identified as proprietary and confidential at the time of disclosure must be confirmed in writing within ten (10) calendar days thereafter, said writing indicating the portions that are proprietary and confidential.
2. Each party shall designate in writing one or more individuals within its respective organization as the only point(s) of contact for receiving proprietary and confidential information hereafter exchanged between the parties to this Agreement. In addition, only those employees with a "need-to-know" shall be permitted access to proprietary and confidential information submitted hereunder.
3. Notwithstanding the termination or expiration of this Agreement, each party agrees not to use or disclose and to keep in confidence all proprietary and confidential information disclosed pursuant to this Agreement if such information or data is designated in writing (or by an appropriate stamp or legend) by the disclosing party as proprietary and confidential. It is understood and agreed, however, that neither party shall be liable for use or disclosure of any data or information claimed to be "proprietary and confidential" if the same:
  - A. Is or becomes part of the public domain without violation of this Agreement; or
  - B. Was already known or in the possession of the recipient; or
  - C. Is lawfully obtained from a third party not in violation of this Agreement; or
  - D. Is used or disclosed with the prior written approval of the party asserting the proprietary and confidential claim; or
  - E. Is developed independently of any such disclosure and not in violation of the rights of COHO Designs or the other party; or
  - F. Is ascertainable from a commercially available product, the production of which is not in violation of the rights of COHO Designs or the other party; or
  - G. Is lawfully requested by a government agency; or
  - H. Is disclosed pursuant to a requirement of law or an order of a court of competent jurisdiction; or
  - I. Is not in writing and is not subsequently reduced to writing within ten (10) calendar days after its oral disclosure; or
  - J. Is used or disclosed after three (3) years from the termination date of this Agreement.
4. All data and information disclosed pursuant to this Agreement shall be acknowledged by a receipt in writing and, when such transfer is by mail, it shall be transmitted by registered or certified mail, "Return Receipt Requested."
5. Neither party shall be liable for the inadvertent, accidental or mistaken use or disclosure of the confidential and proprietary information covered by this Agreement if such party exercised the same reasonable precautions to protect the disclosed data that it takes to safeguard its own confidential and proprietary information.
6. In disclosing any confidential and proprietary information hereunder, COHO Designs party makes no representations, express or implied, as to its adequacy, sufficiency or freedom from defect of any kind, including, but not necessarily limited to, the freedom from any patent infringement that may result from the use of such information or data, nor shall COHO Designs incur any responsibility or obligation whatsoever by reason of delivery of such data.
7. Except for the obligations of the parties with respect to confidential and proprietary information received prior to termination, this Agreement shall terminate two (2) years from the effective date of this Agreement or one (1) month after written notice of termination by either party, whichever occurs first.
8. This Agreement contains the entire agreement of the parties with respect to the protection of confidential and proprietary information exchanged by the parties and supersedes any prior or collateral understanding between the parties. This Agreement shall apply in lieu of and notwithstanding any specific legends or statements associated with any particular information or data.
9. No license is granted by this Agreement, expressly or by implication, under any patent, copyright, or trade secret of either party.
10. Nothing contained in this Agreement is intended to or shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of that other party.
11. This Agreement shall be deemed effective as of the - \_\_\_ day of \_\_\_\_\_ 2012.

**COHO Designs, LLC**

138 Palm Coast Parkway N.E.  
Box 189  
Palm Coast, Florida 32137

**ENTER FULL CUSTOMER NAME HERE**

**ENTER ADDRESS HERE**

BY: \_\_\_\_\_  
Title: Owner, COHO Designs, LLC

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