



Confidentiality & Non-Disclosure Agreement 2012 - For Prospective Client

WhiteLight Design is a full service industrial design, engineering and new product development firm including invention, patent, 3D CAD drawings, models, prototypes, tooling and manufacturing support services. THIS Confidentiality non disclosure Agreement is effective as of the last date of execution by the undersigned, and is made by and between WhiteLight Design, Inc., a Georgia corporation located at 2070 Hunters Trail Drive, Lawrenceville, Georgia, 30043 (hereinafter referred to as "WD"), and _____ (insert individual or company name), an individual who is citizen of, or a company organized under the laws of, the state of _____, located at (insert address) _____ (hereinafter referred to as the "prospective client" or "PC"), jointly referred to as the "PARTIES."

WHEREAS, the PC has developed and/or owns certain inventions, trade secrets, product concepts, secret processes, secret designs, drawings, renderings, prototypes, models, designs, engineering and technical information, financial information, pricing methods, business plans, business strategies/practices, and/or other confidential information relating to (insert a brief descriptive title)

_____ (hereinafter referred to as the "PROPERTY"), and whereas WD desires to examine the PROPERTY for purposes of evaluating certain commercial and/or technical aspects thereof, the PARTIES hereby agree that the PC shall make to WD and WD shall receive from the PC confidential disclosure of the PROPERTY on the terms and conditions herein set forth and solely for the purposes stated above. In consideration of the disclosures to be made by the PC to WD and the mutual promises and covenants herein contained, the PARTIES further agree as follows.

1. For the sole purpose of enabling WD to evaluate certain commercial and/or technical aspects of the PROPERTY, the PC agrees to disclose the PROPERTY to WD.
2. WD agrees that all right, title, and interest in the PROPERTY is and shall remain solely the property of the PC.
3. The PC acknowledges that WD may, in the process of evaluating the PROPERTY, disclose WD-owned confidential and proprietary information to the PC. The confidentiality and non-use obligations of this Agreement are mutual and apply to the PC with respect to WD's confidential and proprietary information as well as to WD with respect to the PC's PROPERTY.
4. WD understands that certain aspects of the PROPERTY derive economic value from not being generally known to others. WD agrees that it, its officers, employees, agents and others acting on behalf of the WD shall maintain the PROPERTY in confidence and shall not disclose the PROPERTY to anyone else, nor use said PROPERTY for the benefit of the WD, for their own benefit or for the benefit of others without the consent in writing of the PC. The provisions of this paragraph shall not apply to any disclosures made by the PC to WD: (a) which without violating any legal right of the PC were known to or used by WD prior to the earliest date of disclosure by the PC to WD, as evidenced by the prior written records of WD; (b) which without violating any legal right of the PC and through no fault of WD are lawfully and in good faith disclosed to WD by a third party rightfully in possession of said information; or (c) which without violating any legal right of the PC and through no fault of WD is or becomes available in the public domain.
5. The PROPERTY shall only be disclosed to such officers, employees, agents or others acting on behalf of WD as is required for the proper evaluation thereof, and such parties shall be fully bound by the provisions hereof.
6. Nothing in this Agreement shall be construed as expressly or implicitly granting to either party any right or license under any patent, trade secret, or know-how now or hereafter possessed by the other party.
7. WD agrees to promptly return to the PC all descriptions, drawings, models, samples or other materials pertaining to the PROPERTY, and all copies thereof, upon the written request of the PC, and WD agrees further to continue thereafter to abide by the covenants of this Agreement.
8. The terms of this Agreement shall remain in force indefinitely with respect to trade secrets of the PC, as defined under the Official Code of Georgia §10-1-740, et seq., and shall remain in force for a period of five (5) years from the date of execution of this Agreement for all other aspects of the PROPERTY.
9. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, U.S.A. Any dispute hereunder shall be resolved by binding and final arbitration in accordance with the rules of the American Arbitration Association, in Atlanta, Georgia.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed as of the dates indicated below.

WHITELIGHT DESIGN, INC.

Signed: _____ Date: _____
Mr. Willis Whiteside, President

PROSPECTIVE CLIENT

Signed: _____ Date: _____
Print Name: _____ Title: _____
Phone # _____ Fax # _____

FAX to 1 (770) 277-7032 Attention: Mr. Willis Whiteside, President, WhiteLight Design, Inc.

Be sure to include your printed name, address, brief descriptive title and your return telephone and fax number. **It will be signed and return faxed back to you usually within 3 business days. Up to 3 pages total. Questions (770) 277- 7097**