

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between DISPLAY PRODUCTS, INC., d.b.a. DATA DISPLAY PRODUCTS, a California corporation with principal place of business at 445 South Douglas Street, El Segundo, California, 90245 (hereinafter "DDP"), and \_\_\_\_\_, a \_\_\_\_\_(state) \_\_\_\_\_ corporation with principal place of business at \_\_\_\_\_ (herein after "RECEIVING PARTY").

Whereas DDP has developed certain knowledge related to the design and manufacture of indication and illumination products based on Light-Emitting Diode (L.E.D.) technology which is claimed by DDP to be proprietary and confidential, and to constitute the exclusive property of DDP,

And whereas RECEIVING PARTY is interested in examining and evaluating DDP's technology (hereinafter called DDP'S TECHNOLOGY), to determine the possibility of including and without limitation establishing a business relationship with DDP in connection with DDP'S TECHNOLOGY,

In connection with determining if a relationship with and/or transaction between the RECEIVING PARTY and DDP would be mutually beneficial, the RECEIVING PARTY wishes to learn about and evaluate the technology and know-how developed by DDP. To prevent the unauthorized use and disclosure of information associated with DDP'S TECHNOLOGY and know-how developed by DDP, the RECEIVING PARTY and DDP agree as follows:

**(1) Proprietary and Confidential Information.**

For purposes of this Agreement, "Confidential Information" is defined as information that is of value to DDP and is treated as confidential, including, by way of example and without limitation, manufacturing and production methods, commercial plans, data, know-how, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, marketing material, pricing information, studies, and findings. The RECEIVING PARTY agrees that all meetings with DDP and DDP's guests, agents, representatives, and customers are Confidential. To the extent that any handwritten notes are taken, such notes are presumed to be Confidential Information and should be treated in accordance with obligations set forth herein.

The RECEIVING PARTY shall not be liable for disclosure or use of Confidential Information which:

- (a) is or becomes generally available to the public from a third party without violation of the third party's obligations to the disclosing party;

- (b) has independently developed as shown by written records or was already known to The RECEIVING PARTY prior to receipt from DDP as shown by written records;
- (c) is rightfully obtained by The RECEIVING PARTY from other sources without restrictions of confidentiality as shown by written records; or
- (d) is approved for disclosure in writing.

**(2) Confidentiality and Non-Use Commitments.**

The RECEIVING PARTY understands and agrees that:

- (a) any and all Confidential Information will be held in confidence by using the same degree of care, but not less than a reasonable degree of care, as the RECEIVING PARTY uses to protect its own Confidential Information of like nature;
- (b) it will take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to others;
- (c) it will not commercially utilize the Confidential Information without having obtained the written consent of DDP;
- (d) upon request, Confidential Information will be returned to DDP; and
- (e) in the event the RECEIVING PARTY is legally required to disclose any portion of the Confidential Information, the RECEIVING PARTY shall promptly notify DDP so that it may take steps to protect its Confidential Information.

**(3) Rights and Remedies.**

- (a) The RECEIVING PARTY shall notify DDP immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with DDP in every reasonable way to help DDP regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- (b) The RECEIVING PARTY shall promptly return all originals, copies, reproductions and summaries of Confidential Information at DDP's request, or at DDP's option, certify destruction of the same, without cost to DDP.
- (c) The RECEIVING PARTY acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that DDP 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.

(d) DDP may visit RECEIVING PARTY'S premises, with reasonable prior notice and during normal business hours, to review RECEIVING PARTY'S compliance with the terms of this Agreement.

(4) **Governing Law.** This Agreement and the rights, duties, and obligations of the Parties to this Agreement shall be interpreted, construed, performed, and enforced in accordance with and shall be governed by the laws of the State of California and the laws of the United States of America. Any action brought to enforce the terms of the Agreement shall be filed in the appropriate federal or state court in Los Angeles, California, and the Parties agree to jurisdiction and venue in Los Angeles County, California for resolving any claims or actions arising from this Agreement or its interpretation.

This agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. The term of this agreement shall extend for a period of three (3) years beginning on the date of execution hereof.

In witness thereof, the parties have executed this Agreement.

DISPLAY PRODUCTS, INC. \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Toniolo  
President

By: \_\_\_\_\_

Date:

Date: