



**Bronz-Glow®**  
Protective Coatings

# Non-Disclosure Agreement

This Confidentiality Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ (company name), and its representative \_\_\_\_\_ (the “Interested Party”), and Bronz-Glow Technologies, Inc. (the “Company”).

**Preliminary Statement.** The Company is the authorized Licensee of certain formulas and processes utilized to prevent the corrosion of metals on temperature controlled systems and certain plans, drawings and engineering designs for the automated application of those formulas. Interest Party has approached the Company concerning the possibility of becoming a sublicensee authorized to carry on similar business operations. In connection therewith, the Company may provide interested Party with certain information, including without limitation, trade-secrets, processes, methods, financial data and knowhow, all of which are confidential and proprietary in nature (the “Proprietary Information”) to allow Interested Party to determine if it will become a sublicensee of the Company. The Company is willing to disclose this Proprietary Information to Interested Party on the terms and conditions set forth in this Agreement.

ACCORDINGLY, the parties agree as follows:

**1. Use of Proprietary Information.** The Interested Party agrees that the disclosure by the Company of any of the Proprietary information, whether written, oral or in machine readable form, is made in strictest confidence and that:

- (a) Interested Party shall maintain the Proprietary Information as confidential and secret;
- (b) Interested Party shall disclose the Proprietary Information only to its advisors to whom disclosure is reasonably necessary;
- (c) Interested Party shall take appropriate action (by instructions, agreement or otherwise) with such advisors in order to satisfy their obligations under this Agreement with respect to the use, copying, protection and security of the Proprietary Information;
- (d) Interested Party shall not disclose the Proprietary Information to any other person without the prior written consent of the Company and without first obtaining from such person a confidentiality agreement if the Company shall require;

- (e) Interested Party shall not print or copy, in whole or in part, any documents/design documentation, computer disc or magnetic media containing any of the Proprietary Information without the prior written consent of the Company;
- (f) Interested Party shall not otherwise use or dispose of the, Proprietary Information except with the prior written consent of the Company, which consent may be withheld for any reason or no reason, and may be granted upon such terms as the Company may establish from time to time; and
- (g) The Proprietary Information shall remain the property of the Company.

**2. Prohibited Activities.** The Interested Party acknowledges that it will gain an intimate knowledge of the business and affairs of the Company in the course of its investigation. Therefore, the Interested Party agrees that neither it nor its Representatives shall:

- (a) At any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation any information concerning any matters affecting or relating to the Company, its business, properties, financial condition or manner of operation, plans of the Company, computer software or other information of any kind regarding the operation or business of the Company, other than information that (i) was in the public domain at the time of receipt by the Interested Party or its Representatives; (ii) was generally known to the public following its receipt by the Interested Party or its representatives by means of disclosure made by persons other than the Interested Party or its representatives; (iii) information in the possession of the Interested Party or its representatives prior to the date of this Agreement, without restriction as to use or disclosure; (iv) information obtained from a third party who was lawfully in possession of it and under no duty of secrecy; or (v) the Interested Party or its representatives is required by applicable law to disclose. The parties agree that such matters are important, material and confidential and gravely affect the effective and successful conduct of the business of Bronz-Glow and the Company's goodwill;
- (b) For a period of two years, directly or indirectly, solicit an employee of the Company for the possible employment of such employee in any business that does or may compete with the Company.

**3. Binding Agreement.** This Agreement is binding upon Interested Party as long as any part of the Proprietary Information disclosed to Interested Party remains confidential, except that Interested Party shall have no obligation with respect to any Proprietary Information that is approved for release by written authorization of the Company.

**4. Waiver.** No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties. No failure or delay by the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy. No waiver of any term, condition or default of this Agreement by the Company shall be construed as a waiver of any other term, condition or default.

**5. Relief in Case of Breach.** Interested Party acknowledges that if it were to breach the provisions of this Agreement, it would result in damage to the Company shall be entitled, if it so elects, to immediate injunctive relief or any other equitable relief to restrain Interested Party or anyone acting through Interested Party from any violation of this Agreement, in addition to any other remedies to which the Company may be entitled under law.

**6. Attorneys' Fees and Costs.** If any legal action or proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all other expenses (including without limitation all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which party or parties may be entitled.

**7. Governing Law.** Interested Party agrees that this Agreement is entered into in the State of Florida and this Agreement shall be governed by and construed in accordance with the law of the State of Florida. Venue for any action arising under this Agreement shall be in a court of appropriate jurisdiction in either St. Johns or Duval County, Florida.

\_\_\_\_\_  
**Printed Name of Signee**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_