

NON DISCLOSURE AGREEMENT

This Agreement, dated as of _____, 2014 is between **ProTemp Products, Inc.** (the "Disclosing Party"), and _____ (the "Receiving Party"). The Disclosing Party intends to disclose certain confidential information to the Receiving Party for the following purpose (the "Purpose"): Certain confidential designs used in ProTemp Products diffusion furnace systems.

In consideration of the Disclosing Party making such confidential information available to the Receiving Party, the Receiving Party hereby agrees as follows:

1. As used in this Agreement, the term "Confidential Information" means any technical or business information furnished by the Disclosing Party to the Receiving Party in furtherance of the Purpose regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. Such Confidential Information may include, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.
2. The Receiving Party agrees that it shall: (a) maintain all Confidential Information in strict confidence, and (b) use all Confidential Information solely for the purposes of this Agreement.
3. The definition of "Confidential Information" above shall not include disclosed information to the extent that the Receiving Party can demonstrate that such disclosed information:
 - (a) was in the public domain prior to the time of its disclosure under this Agreement;
 - (b) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party;
 - (c) was independently developed or discovered by the Receiving Party without use of the Confidential Information;
 - (d) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to such Confidential Information; or
 - (e) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives prior written notice of such disclosure.
4. The Receiving Party acknowledges that the Disclosing Party claims ownership of the Confidential Information disclosed by the Disclosing Party and all intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement.

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5. Upon the conclusion of the Purpose, or earlier at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party. This Agreement may be terminated with respect to any party by such party giving thirty (30) days written notice to the other party. However, the Receiving Party obligation to protect previously received Confidential Information shall survive any such termination, subject to the limitations specified elsewhere in this Agreement.
6. This Agreement shall be governed by and construed under the laws of the State of California. The courts of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

Acknowledged and agreed:

Authorized Signature for _____

Printed Name

Return To:

Robert Gray
ProTemp Products, Inc.
3511 Thomas Rd., Suite 4
Santa Clara, CA 95054
robert.gray@protempproducts.com
408-221-0103