



555 Broad St. Central Falls, RI 02863 (t) 401 305 2317 - [www.jonesodesign.com](http://www.jonesodesign.com)

## Non-Disclosure Agreement

This Agreement, effective as of the last date written below, is between **Joneso Design** having a place of business at **555 Broad St. Central Falls, Rhode Island, 02863** (the “Company”) and **Ms/Mr. \_\_\_\_\_** (the “Recipient”).

**1. Background.** The Company and Recipient intend to engage in discussions to permit the parties to evaluate their mutual interest in entering a possible business relationship. For that purpose, and in connection with such discussions, it is anticipated that the Company will disclose to the Recipient certain of its Confidential Information. The Company and the Recipient have entered into this Agreement in order to assure the confidentiality of such Confidential Information.

**2. Confidential Information.** As used in this Agreement, the term “Confidential Information” means any information other than that excluded in Paragraph 4, below, whether in written, oral, electronic or other form, disclosed by the Disclosing Party to the Receiving Party including, but not limited to, information and facts concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or other, training methods and materials, financial information, sales prospects, client lists, ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs developments, apparatus techniques, software, methods, biological processes, cell lines, laboratory notebooks and formulae, or any other financial, scientific, technical, trade or business secret or confidential or proprietary information. The term “trade secrets,” as used in this Agreement, will be given its broadest possible interpretation under Rhode Island law and will include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records or any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents.

**3. Non-disclosure of Confidential Information.** The Recipient shall hold in confidence and shall not disclose any Confidential Information of the Disclosing Party, except (i) as expressly permitted under this Agreement, or (ii) as required by applicable law or legal process, in which instance the Recipient shall provide the Disclosing Party with prior written notice of any such disclosure so that the Disclosing Party can seek an appropriate protective order. The Recipient shall disclose such Confidential Information only to its employees and consultants, and to those employees and consultants of its affiliates (i.e., another business entity which directly or indirectly controls, is under the control of, or is under common control with, the Recipient), who have a need to receive such Confidential Information in order to participate in the evaluation which is the purpose of this Agreement, are apprised of the confidential nature of the Confidential Information and are, or have agreed in writing to be, bound by the provisions of this Agreement. The Recipient shall use Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for the Recipient’s own

benefit or for the benefit of another without the prior written consent of the Disclosing Party, including without limitation, for the filing or support of any patent application. For avoidance of doubt, the Recipient shall not commercialize a product or service related to the Confidential Information, unless the Recipient can demonstrate, through sufficient documentation, that it or an affiliated entity had not used any of the Confidential Information or that it or the affiliated entity has obtained the prior written consent of the Disclosing Party. The obligations of the Recipient pursuant to this Section 3 shall survive for a period of seven (7) years from and after the Expiration Date (as defined in Section 9(g) below).

**4. Limitation on Obligations.** The obligations specified in Section 3 above shall not apply with respect to any information, which the Recipient can establish by written records:

(a) was already in the Recipient's possession prior to disclosure hereunder;

(b) is or becomes available to the public through no wrongful act of the Recipient;

(c) is disclosed, without restriction on further disclosure, to the Recipient by a third party having no duty of confidentiality with respect to such information whether to the Disclosing Party or to another party, and having the legal right to disclose such information;

(d) is approved for release by written authorization of an officer of the Disclosing Party;  
or,

(e) has been developed by or for the Recipient independently by persons having no access to the Confidential Information.

**5. No Implied Rights.** No rights, obligations, representations or terms other than those expressly set forth herein are to be implied from this Agreement. In particular, nothing herein shall be construed as granting any right or license under patents or other intellectual property owned or controlled by either party. The Confidential Information is, and shall remain, the property of the Disclosing Party. This Agreement implies no obligation on either party to enter into any further agreement with the other.

**6. Return and Destruction of Documents.** At the Disclosing Party's direction, the Recipient shall, within thirty (30) days of the Expiration Date, return to the Disclosing Party or destroy all drawings, documents, tangible manifestations, notes, memoranda, analyses or other recorded or stored information (and all copies and reproductions thereof) based on or embodying any of the Confidential Information received by the Recipient pursuant to this Agreement, whether in writing or presented, stored or maintained in or by electronic, magnetic or other means. Notwithstanding the foregoing, if the Disclosing Party has not directed the Recipient to return or destroy the foregoing, the Recipient shall return all of the foregoing to the Disclosing Party in accordance with this Section 6.

**7. Notice of Disclosure.** In the event (a) of the unauthorized disclosure of the Confidential Information, or (b) that the Recipient is requested, pursuant to or required by applicable law or regulation or by legal process, to disclose any Confidential Information, the Recipient agrees to provide the Disclosing Party with prompt notice of such unauthorized disclosure or request for disclosure, and the Recipient shall provide the Disclosing Party with all reasonable assistance, to enable the Disclosing Party to (i) seek an appropriate protective order or other remedy or (ii) minimize the effects of the unauthorized disclosure or to resist or narrow the scope of such request for disclosure or legal process. In the event of a request for disclosure

where the Disclosing Party has not obtained a protective order or other remedy, the Recipient agrees to furnish only that portion of the Confidential Information that the Recipient is advised by counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded the Confidential Information. In any event, the Recipient agrees that it will not oppose any action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

**8. No Representations or Warranties.** The Recipient acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of any Confidential Information. The Confidential Information is provided to the Recipient “AS IS.” The Recipient agrees that it shall not be entitled to rely on the accuracy or completeness of any Confidential Information. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE OR ARISING OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED.

**9. Miscellaneous.**

(a) This Agreement sets forth the entire Agreement and understanding between the parties and supersedes all prior oral and written agreements and understandings between them relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by an agreement in writing signed by both parties. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

(b) This Agreement will be binding upon and inure to the benefit of the parties hereto and each party’s respective successors and assigns.

(c) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

(d) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without regard to its provisions as to choice of law.

(e) The provisions of this Agreement are necessary for the protection of the business and goodwill of each Disclosing Party and are considered by the parties to be reasonable for such purpose. Each Recipient agrees that any breach of this Agreement may cause the Disclosing Party substantial and irreparable harm and, therefore, in the event of any such breach, in addition to other remedies, that may be available to the Disclosing Party, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

(f) Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.

(g) This Agreement shall terminate upon the date that is twelve (12) months following the date of this Agreement (the “Expiration Date”), unless extended by mutual written agreement

of the parties hereto. Either party hereto may terminate this Agreement upon thirty (30) days prior written notice to the other party, which notice shall set forth the date of termination of the Agreement. Sections 2, 3, 4, 5, 6, 8, 9(c), 9(d), 9(g) and 9(i) shall survive the expiration or earlier termination of this Agreement.

(h) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

(i) Neither party to this Agreement shall reveal the fact that Confidential Information has been disclosed pursuant to this Agreement, nor that either party is conducting or has conducted discussions or negotiations in furtherance of a business relationship with the other. Disclosure pursuant to this Agreement is not a public disclosure or sale or offer for sale of any product, but is made for the limited purposes relating to potential joint business activities stated herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**Joneso Design**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

**[NAME OF RECIPIENT / COMPANY]** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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