

CONFIDENTIAL INFORMATION MUTUAL NON-DISCLOSURE AGREEMENT



In order to protect certain confidential information, Luxon Engineering (“Consultant”) and _____ (“Customer”), agree that:

1. **General Agreement:** Both parties own and/or control certain confidential information. This confidential information, described below, constitutes important material considered as trade secrets and divulging it to third parties can adversely affect the success of both the Consultant’s and Customer’s business and goodwill. A party disclosing confidential information (“Discloser”) expects that the party receiving said information (“Recipient”) shall protect the confidential information against unauthorized disclosure to a third party.
2. **Disclosure Period:** This Agreement pertains only to confidential information disclosed between _____ (“Effective date”) and _____.
3. **Primary Disclosure Coordinator:** The representatives responsible for coordinating the disclosure and/or receipt of confidential information are:

Luxon Engineering: Billy Wight

4. **Identifying Confidential Information:** This Agreement pertains only to information which is: (a) disclosed in tangible form and clearly labeled as confidential at the time of disclosure; or, (b) disclosed initially in non-tangible form and identified as confidential at the time of disclosure and, within 30 days following the initial disclosure, is summarized and designated as confidential in written memorandum delivered to the Recipient.
5. **General Confidential Information:** Confidential information includes, but is not limited to strategic plans, data, designs, specifications, processes, financial information, purchasing and selling practices, marketing methods, internal methods of operation, names of vendors and customers, cost of materials, and prices of products or services sold or obtained.
6. **Luxon Engineering’s Specific Confidential Information:** Any and all information relevant to product design, prototyping, development, and manufacturing of projects, both internal to Luxon Engineering and external client related performed by Luxon Engineering. Product and development information would include any technological information not already disclosed in patent literature. Prototyping and manufacturing information would include methods, costs, schedules, and production volumes. Any and all information pertaining to Luxon Engineering’s marketing, sales, distribution, or other activities performed in the act of doing business.
7. **Specific Confidential Information:** Product design, prototyping, development, and manufacturing of the PRODUCT. Product and development information would include any technological information not already disclosed in patent literature. Prototyping and manufacturing information would include methods, costs, schedules, and production volumes.
8. **Confidentiality Period:** A party receiving confidential information shall not disclose such information for a period of 5 years from the Effective Date, except to its or their employees and contractors who have a need to know and who are bound to keep such information confidential by a similar Confidentiality and Non-Disclosure Agreement.
9. **Degree of Care:** Recipient shall protect the confidential information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own confidential information of a like nature.
10. **Information Not Covered:** This Agreement imposes no obligation upon Recipient with respect to information that: (a) does not fall within

the scope of confidential information described in paragraphs 4, 5, 6, or 7; (b) was in Recipient’s possession in tangible form before receipt from the Discloser; (c) is or becomes a matter of public knowledge through no fault of the Recipient; (d) is rightfully received by the Recipient from a third party without duty of confidentiality; (e) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (f) is independently developed by the Recipient; (g) pertains to the U.S. tax treatment or U.S. tax structure of any transaction (including all related information of any kind that is provided to Recipient); or (h) is disclosed by Recipient with Discloser’s prior written approval.

11. **Samples:** During the period of obligation under paragraph 8, Recipient shall not analyze the composition of, or reverse engineer or decompile any tangible materials or components or software constituting confidential information provided by Discloser hereunder.

General Terms

12. Except as expressly provided herein, under this Agreement neither party (a) acquires any intellectual property rights; or (b) assumes any obligation of any kind, including any obligation to disclose any information or to deal exclusively with the other party in any field or to purchase, sell, license, or otherwise transfer any technology, services, or products. No agency of partnership is created by this Agreement.
13. Any information disclosed hereunder is provided “As Is” and without any warranty, except that the Discloser warrants it has the right to make such disclosures.
14. A Recipient shall adhere to the U.S. Export Control Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser to the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
15. Recipient may disclose confidential information as required by law, after prior notice to Discloser.
16. This Agreement is made under and shall be construed according to the laws, other than choice of law provisions, of the State of California. All modifications to this Agreement must be made in writing and must be signed by both parties.

The parties have hereinafter indicated their acceptance of this Agreement by their signatures below.

Luxon Engineering “Consultant”	
9825 Carroll Centre Road, Suite 300, San Diego, CA 92126	
Authorized Signature:	Date:
Printed Signatory Name and Title: Billy Wight, President	

“Customer”	
Authorized Signature:	Date:
Printed Signatory Name and Title:	