

CONFIDENTIALITY AGREEMENT

This agreement is made between _____

_____ (the "DISCLOSER") and Spinney Associates of 43 Bridge Street, Pelham, New Hampshire 03076 (the "VENDOR"). The DISCLOSER possesses certain proprietary information related to their intellectual property which the VENDOR must have access to for the purpose of providing drafting services. Therefore, the parties agree as follows:

- 1) DISCLOSER shall provide VENDOR with all proprietary information required to complete requested drawings. Proprietary information may include specifications, descriptive matter, sketches/drawings or models and may be disclosed in writing, via FAX or email, or by delivery services. All information shall be deemed to have been disclosed in confidence, and shall not:
 - (a) be used by VENDOR except for the benefit of the DISCLOSER.
 - (b) be disclosed by VENDOR to any person other than its employees who have a need to know for the purpose of completing the requested drawings.
- 2) Exempt from VENDOR's obligations under paragraph (1) are any information:
 - (a) already in the VENDOR's possession at the time of disclosure by DISCLOSER.
 - (b) already in the public domain at the time of disclosure.
 - (c) that DISCLOSER advises VENDOR is no longer considered to be proprietary.
 - (d) hereafter acquired by VENDOR from a third party; provided that such information was not obtained by the third party from the DISCLOSER.
- 3) VENDOR agrees to take all reasonable precautions, including the establishment of appropriate procedures and disciplines, to safeguard the confidential nature of the information.
- 4) This agreement shall be deemed to have begun immediately preceding the first contact of the parties, and will continue until terminated by mutual agreement. In the event of termination, (or upon request of the DISCLOSER), VENDOR shall return all information received from the DISCLOSER. VENDOR may retain file copies for record keeping purposes. Termination of this agreement shall not relieve the VENDOR of any of its obligations to retain confidentiality.
- 5) The terms DISCLOSER and VENDOR shall be construed to include the officers, employees and agents thereof.
- 6) Each of the undersigned represents that they are duly authorized to execute this agreement on behalf of their respective company, and to bind any and all of their company's divisions, subsidiaries, etc.
- 7) It is understood by the parties that this agreement constitutes the entire present agreement between them and its terms may not be modified, altered or cancelled except by further subsequent agreement.
- 8) This agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.

(for DISCLOSER)

Date

(for VENDOR)

Date