



PCB PRIME
13900 E Florida Ave, Suite F
Aurora, CO 80012
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PCB PRIME MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into, by and between, Walsh Consulting Company (dba **PCB PRIME**), a Colorado corporation having its principal place of business at 13900 E Florida Ave Suite F, Aurora CO 80012, USA and _____ (from here on referred to as '**CLIENT**').

Conducting business at address : _____

PCB PRIME is an independent contractor of **CLIENT**, engaged to provide electronic manufacturing services. It is our collective desire to enter into an agreement to expressly provide for the protection of the **CLIENT**'s trade secrets and confidential information.

In consideration of the disclosure of such information by one party to the other, **PCB PRIME** and **CLIENT** agree as follows:

1. Nondisclosure of Proprietary Information

- a. Agreement Not to Disclose or Use Trade Secrets or Confidential Information. PCB PRIME acknowledges that it will from time to time come into contact with and have access to **CLIENT**'s Trade Secrets (as defined below) and Confidential Information (as defined below). PCB PRIME specifically acknowledges that such Trade Secrets and Confidential Information, whether reduced to writing or maintained in the mind or memory of PCB PRIME, derive independent economic value from not being readily known to or ascertainable by proper means by others who could obtain economic value from the disclosure or use of such Trade Secrets and Confidential Information. PCB PRIME also acknowledges that reasonable efforts have been put forth by **CLIENT** to maintain the secrecy of its Trade Secrets and Confidential Information, that such Trade Secrets and Confidential Information are and will remain the sole property of **CLIENT** or its Customers, as the case may be, and that any retention and/or use of such Trade Secrets and Confidential Information during (except in the regular course of performing the duties hereunder) or after the termination of PCB PRIME's relationship with **CLIENT** will constitute a misappropriation of such Trade Secrets and Confidential Information belonging to **CLIENT**.

In consideration of PCB PRIME's initial engagement with **CLIENT** and of its access and exposure to **CLIENT**'s Trade Secrets and Confidential Information, and other good and valuable consideration, PCB PRIME expressly covenants and agrees that during its engagement with **CLIENT** and following termination of PCB PRIME's engagement with **CLIENT**, whether such termination is by PCB PRIME or **CLIENT** for whatever reason (with or without cause), PCB PRIME will not (a) use any Trade Secrets or Confidential Information except as necessary in the performance of its duties for **CLIENT**; or (b) reveal or disclose or allow to be revealed or disclosed any Trade Secrets or Confidential Information to any person, firm, partnership, trust, corporation or other entity outside entity or third party, except as expressly authorized in PCB PRIME's performance of its duties for **CLIENT**.

- b. Definition of Trade Secrets. As used in this Agreement, the term, "Trade Secrets" shall mean all techniques, protocols, methods of doing business and procedures used by **CLIENT** in its business which is not generally known or used in the industry; lists of **CLIENT**'s current and prospective Customers and associated customer information (including, but not limited to, customer names, contracts, addresses, buying habits, data, preferences, and requirements); computer programs and source codes developed by

CLIENT or its Employees; inventions, improvements, discoveries (whether or not patentable), databases and any information or data which meets the definition of trade secrets under applicable Trade Secret Acts or common law.

- c. Definition of Confidential Information. As used in this Agreement, "Confidential Information" means data or information, which is of value to CLIENT and not generally known to persons or entities outside of CLIENT, including, but not limited to, the following: (i) historical business information about CLIENT's Customers, including but not limited to, job orders information, contracts, addresses, organization charts and other client information which PCB PRIME learns about CLIENT's Customers and Prospective Customers through PCB PRIME's engagement with CLIENT; (ii) research, development, architectures, schema, source code, object code, patents, patent applications, documentation, trade secrets, know how, inventions, technical data, software, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, business plans or strategies, and information entrusted to Company or its principals officers and employees by third parties, any information, regardless of the purpose of the disclosure, relating to the Company's methodology for sharing, publishing, and disseminating content; (iii) all financial and business records of CLIENT; (iv) lists of CLIENT's Customers, Prospective Customers, or Candidates for employment; (v) lists of CLIENT's vendors and associates vendor information (including, but not limited to, contacts, buying requirements, vendor numbers, deals with CLIENT, preferences, and requirements); (vi) purchasing and materials information; (vii) training manuals; (viii) information about CLIENT's methods of doing business or information regarding the financial aspects of CLIENT's business such as budget, costs, financial statements, fees and prices, pricing policies, quoting procedures, sales, financial projections, and other financial information; (ix) information regarding business opportunities for new or developing businesses for CLIENT, and business and marketing plans, techniques, and strategies of CLIENT (including, but not limited to, plans for new products or services); (x) data processing, source codes and computer programs; (xi) any technological innovations used in the business; (xii) any information received by CLIENT from third parties in confidence (or subject to non-disclosure or similar covenants) and the terms and conditions of negotiations or confidential contracts between CLIENT and third parties; and (xiii) any information received, compiled, developed, designed produced, accessed, or otherwise discovered by PCB PRIME from time to time while engaged by CLIENT. In any dispute over whether information is Confidential Information or not, it shall be CLIENT's burden to show that such information is Confidential Information.
- d. Third Party Information. PCB PRIME recognizes that CLIENT in the future may receive from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. PCB PRIME agrees that PCB PRIME owes CLIENT and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm or corporation (except as necessary in carrying out PCB PRIME's work for CLIENT consistent with the CLIENT's agreement with such third party) or to use it for the benefit of anyone other than for CLIENT or such third party without the express written authorization of a duty authorized officer of CLIENT, whether prior to or following termination of PCB PRIME's engagement with CLIENT.

2. Returning CLIENT Documents. PCB PRIME agrees that, upon demand by CLIENT, PCB PRIME will promptly return and deliver CLIENT (and will not keep in its possession or deliver to anyone else) any and all tangible trade secrets, confidential knowledge, data, notes, reports, proposals, lists, correspondence, business plans, other documents or property, and all reproductions of any of the foregoing items.
3. Property Rights. CLIENT shall acquire exclusive right, title and interest to all inventions, discoveries, improvements, designs, products, ideas, know-how, technology and the like developed, conceived, or invented by PCB PRIME, in whole or in part, whether written or in some other form and whether or not patentable or eligible for protection under any copyright law. Without limiting the generality of the foregoing, PCB PRIME hereby assigns to CLIENT (I) all rights to any inventions, or to improvements, and all rights to apply for United States and/or foreign letters of patent granted upon such inventions; and (II) any copyrights PCB PRIME may have in materials created by PCB PRIME or otherwise generated during the period in which PCB PRIME is performing services for CLIENT, and CLIENT shall have the sole right to apply for and obtain copyright protection for any materials for which such protection can be obtained and to obtain such copyright renewals as pertained to CLIENT products only.
4. Severability. If for any reason any portion of any provision in this Agreement is declared invalid, void, or unenforceable by any court of competent jurisdiction, the validity and binding effect of any remaining provisions of this Agreement shall remain in full force and effect.
5. Waiver. The failure of CLIENT to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof by PCB PRIME shall not constitute a waiver of that or any other provision of this Agreement.
6. Successors and Assigns. This Agreement shall be binding upon PCB PRIME, PCB PRIME's heirs, executors, administrators, and other legal representatives, and its successors and assigns, as applicable; this Agreement shall be for the benefit of CLIENT, its affiliates and their successors and assigns.
7. Not an Agreement of PCB PRIME Engagement. Nothing in this Agreement shall be construed to impose upon CLIENT any continuing obligation to engage PCB PRIME.
8. Survival of Terms and Conditions. The terms and conditions of this Agreement shall survive the termination of PCB PRIME's engagement with CLIENT to the full extent necessary for their enforcement and for the protection of CLIENT and its Successors and assigns.
9. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the state of Colorado, USA.
10. Conflicting Agreements. In the event of a conflict between this Agreement and any other agreement between PCB PRIME and the CLIENT, this Agreement shall govern.

PCB PRIME NON-DISCLOSURE SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement will be executed only if both parties have signed and dated the Agreement below. Electronic signatures are a valid means of signing.

If downloading this form from www.pcbprime.com, please return your signed copy to your sales representative to get the Agreement signed by **PCB PRIME**.

Walsh Consulting Company
Db a **PCB Prime**

CLIENT _____

Signature			Signature	
Printed Name			Printed Name	
Title			Title	
Date			Date	