

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is made and entered into effective this day _____th of _____ (month) _____ (year), between **George B. Woodcock and co.**, a California corporation ("**GBW**") located at 9667 Canoga Ave., Chatsworth, CA 91311, and _____ (**Company**), ("**Promisor**") a _____ (state) corporation with headquarters at: _____ (street address) _____ (City, State, Zip).

In order to protect certain confidential information that may be disclosed between Brock Technologies and Persons/Promisor, the parties agree to the following:

1. **Purpose.** GBW and Promisor wish to pursue business possibilities of mutual interest between GBW and Promisor relating to "_____". In connection with this, each party may disclose to the other party technical and business information which the disclosing party considers to be proprietary and confidential. In order to facilitate an open exchange of information, the parties desire to provide a means for determining which information is confidential and entitled to protection against unauthorized use or disclosure, and to define the respective rights and duties of the parties with respect to such confidential information. This disclosure is not an offer for sale.

2. **Definition of Confidential Information.** "Confidential Information" means any and all information, materials, technical data, or know-how, related to business, its plans or strategies, potential business and methods of operation, of GBW or Promisor and their products, services, discoveries, inventions, ideas, trade secrets, techniques, know-how, products and technologies whether or not patentable, designs, drawings, specifications, techniques, formulations, standards, equipment, or finances of the disclosing party, its business and assets which is disclosed to, or learned or acquired by, the receiving party during the term of this Agreement or in the course of the business relationship, discussions and negotiations contemplated hereby. Confidential Information given in written form shall be designated in writing to be confidential or proprietary, and Confidential Information given orally or by inspection of products or samples, or otherwise, shall be confirmed promptly in writing as being confidential or proprietary. Notwithstanding the foregoing, Confidential Information shall not include information, materials, data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes public knowledge or part of public literature, not as a result of any inaction or action of the receiving party; (iii) is disclosed to the receiving party by another third party having the right to disclose such information without any violation of any rights or, or obligations to, the disclosing party; or (iv) is approved for release by written authorization of the disclosing party.

3. **Non-Disclosure of Confidential Information.** Each of GBW and Promisor agrees not to use the Confidential Information of the other party for its own use, the use of others, or for any purpose except to carry out the business relationship, discussions and negotiations referenced above. Neither party will disclose the Confidential Information of the other to any third parties or to its employees, associates or affiliates, except those employees who are required to have the Confidential Information to pursue the business relationship between the parties and related discussions and negotiations. Each party shall require all persons to whom Confidential Information of the other party is disclosed to sign a non-disclosure agreement in content substantially similar to this Agreement. Each party agrees that it will take all reasonable steps to protect the confidentiality of, and to avoid unauthorized disclosure or use of the Confidential Information of the other to prevent it from falling into the public domain or the possession of unauthorized persons. Without limiting the generality of the foregoing, each party agrees to take the same steps and use the same methods to prevent the unauthorized use or disclosure of the Confidential Information received from the other party as it takes to protect its own Confidential Information. Each party agrees to notify the other in writing of any misappropriation or misuse by any person of such Confidential Information of the other which may come to its attention. The fact that this Agreement has been entered by and among the undersigned, the nature, purpose, and details of this Agreement or any of the negotiations entered into pursuant to this Agreement disclosed by the undersigned, shall also constitute Proprietary Information.

4. **Return of Material.** Any materials or documents which are furnished by one party to the other will promptly be returned, accompanied by all copies of such documentation, at the earlier of the disclosing party's request for return of the materials or the termination of the relationship between the parties.

5. **Patent or Copyright Infringement.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party.

6. **Term.** The foregoing commitments in this Agreement shall terminate three (3) years following the date of this Agreement. GBW and Promisor further agree that the obligations of non-disclosure of Confidential Information shall survive termination of this Agreement and shall continue until the Confidential Information is no longer confidential.

7. **Export.** Technical data disclosed hereunder may be subject to U.S. export control laws and regulations. Accordingly, the receiving party shall not transfer technical data received under this Agreement to any foreign person, country, foreign subsidiary or parent corporation, without specific written authorization from the disclosing party and pursuant to an appropriate U.S. Government agency license. Further, the receiving party does assure the disclosing party it will not disclose technical data received hereunder to any employee, consultant or subcontractor employee not holding United States citizenship or granted admission or permanent residence in the United States under the Immigration and Nationality Act, as amended (8 USC 1101 et seq.).

7. **Entire Agreement; Amendment.** This Agreement, which shall be interpreted and enforced in accordance with the laws of the State of California, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and it is expressly agreed that any and all prior understandings or agreements between the parties relating to the subject matter of this Agreement, whether oral or written, are automatically canceled by the execution of this Agreement. The terms and conditions set forth herein may only be modified in a subsequent writing signed by the parties.

8. **Miscellaneous.** This Agreement is binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that access to Confidential Information may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof.

In witness whereof, GBW and Promisor have caused this Agreement to be executed by their duly authorized representatives:

George B. Woodcock & co.
9667 Canoga Ave.
Chatsworth, CA 91311
800-358-0652

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____