



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement"), by and between _____, (the "Disclosing Party") and Tackle Design Inc. (the "Recipient"), is entered into this _____, (the "Effective Date").

1. **Confidential Information.** As used in this Agreement, the term "Confidential Information" shall mean all information about certain business concepts and ideas of the Disclosing Party relating to _____, disclosed to the Recipient by the Disclosing Party or learned by the Recipient in connection with any subsequent investigation of the concept and/or idea.. Such Confidential Information shall include, but not be limited to, discussions, negotiations, business plans, strategies, forecasts, market research, analyses, concepts, ideas, customer and supplier lists and cost and revenue projections and information disclosed to the Recipient as part of the ongoing project.

2. **Excluded Information.** Notwithstanding any other provision of this Agreement to the contrary, the terms and conditions of this Agreement shall not apply to any information which:

1. At the time of disclosure hereunder is generally available to the public;
2. After disclosure hereunder, becomes generally available to the public without breach of the Agreement by the Recipient;
3. Was not acquired directly or indirectly from the Disclosing Party and which the Recipient had in its lawful possession prior to disclosure by the Disclosing Party, or
4. Become available to the Recipient from a third party that is not prohibited from disclosing such Confidential Information.

3. **Treatment of Confidential Information.** During the term of this Agreement, the Recipient shall keep all Confidential Information in strict confidence and, except as expressly permitted herein, shall not use or disclose to any third party in any manner whatsoever any Confidential Information, whole or in part, without the prior written consent of the Disclosing Party which may be granted or withheld in the sole or absolute discretion of the Disclosing Party. The standard of care required by this provision shall be at least the same standard of care that the Recipient uses in protecting its own confidential and trade secret information, but in no event shall the Recipient use less than a reasonable standard of care. Except as otherwise necessary to share such Confidential Information with other persons or entities involved in the research, development and production processes in accordance with Paragraph 4 below, the Recipient shall not copy, reprint, duplicate or recreate, in whole or in part, the Confidential Information without the prior written consent of the Disclosing Party.

4. **Permissible Disclosure and Use of Confidential Information.** The Recipient may disclose the Confidential Information only to those persons or entities involved in the research, development or production processes who have also entered into a Non-Disclosure Agreement with the Recipient, unless the Disclosing Party has specifically authorized the disclosure of the Confidential Information to persons or entities who have not entered into Non-Disclosure Agreements during the process.

5. **Return of Confidential Information.** Disclosing Party understands and acknowledges that any Confidential Information disclosed to Recipient will be returned to the Disclosing Party at closure of the project.

6. **Term.** The term of this Agreement shall be effective for a period of thirty-six (36) months following the Effective Date. The obligations of the Recipient with respect to Confidential Information shall survive any premature termination of this Agreement due to a material breach by the Recipient.

7. **Governing Law.** This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of North Carolina applicable to agreements entered into and performed within such State, but not without reference to the conflicts of law rules of such State.

8. **Waiver.** The failure of any party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or any condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such a waiver is in writing and signed by such party. No waiver by either party of any provision or condition of this Agreement to be performed shall be deemed a waiver of similar or dissimilar provisions and conditions at the same time or any prior or subsequent time.

9. **No Further Obligations.** The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the Disclosing Party and the Recipient.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the Effective Date.

Disclosing Party (_____)

Recipient (_____)

Signed:

Signed:

Print Name:

Print Name:

Title:

Title:
