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REFINE DESIGN 3D LLC

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SECOND PARTY CONFIDENTIAL NON-DISCLOSURE AGREEMENT

Whereas,

_____ (the "First Party")

Address,

Phone,

has developed a novel idea best described

as: _____

_____,(the "Invention");

and Whereas, Refine Design3D (the "Second Party") is interested in examining the Invention and Proprietary Information related thereto (the "Proprietary Information(1)") so as to consider a business arrangement in connection therewith; and

Whereas the First Party considers the Proprietary Information to be highly confidential; and

Whereas the First Party is willing to allow the Second Party to examine the Proprietary Information pursuant to the conditions set forth herein;

Now therefore, in consideration of the First Party or their agent supplying the Second Party with the aforesaid Proprietary Information, the Second Party agrees that for a period of 5 years from the date hereof, such Proprietary Information shall be utilized only for the aforesaid purposes and no other use or disclosure or copying thereof will be made without explicit prior written authorization from the First Party. The Second Party agrees not to make use, for its own benefit or otherwise, any portion or all of the Proprietary Information without the prior consent of the First Party. Notwithstanding the foregoing, the confidentiality obligations of Second Party with respect to trade secret information or data shall continue to apply after the expiration of the term described above for so long as such information or data remains a legally protectable trade secret.

Furthermore, at any time, upon the First Party's request, the Second Party will promptly return to the First Party all copies of all elements of the Proprietary Information in its possession, in whatever form or media.

Furthermore, no right or license or transfer of technology, expressed or implied, is granted to the Second Party in connection with the Invention, or with any Proprietary Information disclosed pursuant to this agreement.

