

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the “Effective Date”), between Strategic & Operational Solutions, Inc (SOS) and Recipient:

Name: \_\_\_\_\_ Address: \_\_\_\_\_, \_\_\_\_\_ Zip \_\_\_\_\_.

Email Address: \_\_\_\_\_

The Recipient is the receiver of Confidential Information from SOS.

1. **Purpose:** SOS has agreed to share information on a specific project(s) that it is working on. It is the intent to develop a discussion forum, with problems solving and brainstorming ideas for the use solely on the project under discussion.
2. **Definition of Confidential Information:** Information or know-how supplied or communicated for discussion by SOS. It also includes any passwords or access codes to discussion groups or data locations.
3. **Exclusions from Definition:** Confidential Information does not include information or know-how which: (i) is in the possession of the Recipient at the time of disclosure as shown by the Recipient’s files and records immediately prior to the time of disclosure and is so reported to the Discloser within thirty (30) days of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Recipient, unless such public knowledge or literature is used to add a core competency of Discloser operations to Recipients operations; or (iii) is approved for release by the Discloser in writing.
4. **Non-Disclosure of Confidential Information:** The Recipient agrees not to use the Confidential Information for any purpose other than that set forth in as the purpose in the first paragraph of this Agreement. Recipient agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. Recipient agrees to notify the Deliverer in writing of any misuse or misappropriation of such Confidential Information which may come to its attention.
5. **No License Granted:** Except as expressly stated herein, no licenses are granted by implication, estoppel, or otherwise under any copyrights, patents, trademarks, or trade secrets of either party to this Agreement.
6. **Remedies.** Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Deliverer and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Deliverer shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
7. **Effective Term of this Agreement:** This Agreement shall commence as of the Effective Date indicated above and all shall continue for a period of **one (1) Year** thereafter (the “Effective Term”) at which time it will automatically terminate (the “Termination Date”). Either party may terminate this Agreement by notifying the other in writing of that termination, at which time the Termination Date will be thirty (30) days after receipt of that notice.
8. **Surviving Duty and the Surviving Duty Term:** Following the Effective Term and the Termination Date, the duty to protect Confidential Information and the restraint on use of Confidential Information (the “Surviving Duty”), shall survive the termination of this Agreement, or the Effective Term, until **Three (3) years** after the Termination Date of this Agreement (the “Surviving Duty Term”).
9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, and shall be binding upon the parties hereto in the United States and worldwide. The federal and state courts within the State of Nevada shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
10. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants or conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

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

AGREED: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(*Typed Name*)

Title: \_\_\_\_\_

Date: \_\_\_\_\_