

## **Confidentiality, Non-Disclosure and Non-Circumvention Agreement**

This Agreement is made on \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Far Seen Technologies, with offices at 806 Buchanan Blvd. #115-302, Boulder City, Nevada 89005 ("Far Seen"), and \_\_\_\_\_, with offices at \_\_\_\_\_ ("name/company name"). The parties whose signatures or representative's signatures are affixed below, each of which is also referred to individually as "Party", and both of which are also referred to collectively as "Parties." A Party may also be referred to as THE DISCLOSING PARTY, THE RECEIVING PARTY, or both according to the context of the disclosure(s). In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### **1. DEFINITIONS.**

For purposes of this Agreement, the following terms when initially capitalized shall have the following meanings. The singular of any term shall include the plural and the plural of any term shall include the singular.

- 1.1 "Business Plan" shall mean the written document(s) provided by THE DISCLOSING PARTY to THE RECEIVING PARTY, pertaining to THE DISCLOSING PARTY's current and/or proposed business operations, including but not limited to, research, development, marketing, products, or financing, as well as any and all information pertaining thereto which is provided to THE RECEIVING PARTY by THE DISCLOSING PARTY in an oral or other non-written form.
- 1.2 "Invention" shall mean and include those products, ideas, concepts, and/or innovations as described in written documents (if any) signed by the Parties, and as disclosed in demonstrations and in oral communications between the Parties.
- 1.3 "Confidential Information" shall mean and include the Business Plan, the Invention, as well as any design, configuration, use, know-how, appearance, construction, manner of operation, manufacturing process, knowledge, innovation, discovery, computer program, method, process, technique or the like, or technical, economic, financial, marketing or other information pertaining to said Invention which is not common knowledge among THE DISCLOSING PARTY's competitors or other entities who may desire to possess such confidential information or may find it useful, which is disclosed by THE DISCLOSING PARTY to THE RECEIVING PARTY, either directly or indirectly, or developed by THE RECEIVING PARTY in connection

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with THE RECEIVING PARTY's business, financial or other relationship with THE DISCLOSING PARTY. Examples include items in research and development, scientific studies or analyses, details of training methods, new products or new uses for old products, merchandising and selling techniques, customer lists, contracts and licenses, purchasing information, accounting information, business systems and methods, computer programs, long-range plans, and financial plans and results. This list is merely illustrative and "confidential information" is not limited to these examples.

#### **NON-DISCLOSURE.**

- 2.1 THE RECEIVING PARTY acknowledges that loss or disclosure of any Confidential Information may harm THE DISCLOSING PARTY economically. THE RECEIVING PARTY shall not disclose any Confidential Information to any third party without the prior written permission of THE DISCLOSING PARTY. THE RECEIVING PARTY may disclose Confidential Information to employees of THE RECEIVING PARTY provided that said employees have agreed to maintain Confidential Information in confidence and abide by the terms of this Agreement.
- 2.2 THE RECEIVING PARTY shall promptly return all documents, things and other tangible materials received from THE DISCLOSING PARTY or written, produced or developed by THE RECEIVING PARTY as a result of THE DISCLOSING PARTY's disclosure of Confidential Information to THE RECEIVING PARTY, promptly upon THE DISCLOSING PARTY's written or oral request.

#### **NON-USE.**

- 3.1 THE RECEIVING PARTY shall not manufacture, use, sell or distribute the Invention without the written permission of THE DISCLOSING PARTY.
- 3.2 THE RECEIVING PARTY shall limit its use of Confidential Information disclosed pursuant to this Agreement to determining if a future business relationship between the Parties is desirable, evaluating the Invention for market feasibility for THE DISCLOSING PARTY and/or design and development of the Invention for THE DISCLOSING PARTY. THE RECEIVING PARTY shall not use Confidential Information for any other purpose without the written permission of THE DISCLOSING PARTY.

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#### **4. PUBLIC DOMAIN EXCEPTIONS.**

The provisions of Sections 2 and 3 shall not apply to any Confidential Information or any Invention which:

- 4.1 is in the public domain at the time of disclosure to THE RECEIVING PARTY by THE DISCLOSING PARTY, or subsequent to the time of disclosure, without breach of this Agreement;
- 4.2 was known by THE RECEIVING PARTY, as evidenced by written documentation, prior to the time of disclosure;
- 4.3 was disclosed to THE RECEIVING PARTY by a third party having a bona fide right to disclose the information and without breach of this Agreement; or
- 4.4 was independently developed by THE RECEIVING PARTY, as evidenced by written documentation, prior to receiving access to the information.

#### **5. NO OFFER FOR SALE.**

Both Parties acknowledge and agree that the disclosure of said Confidential Information by THE DISCLOSING PARTY to THE RECEIVING PARTY does not constitute an offer by THE DISCLOSING PARTY for the sale, license or other transfer of said Invention or any technology employed therein. Except as may be expressly set forth herein, neither Party shall have any financial or other obligation to each other respecting said Invention. Any offer for sale, license or other transfer of the Invention shall be pursuant to a separate agreement.

#### **6. NO TRANSFER OF RIGHTS.**

THE RECEIVING PARTY acknowledges and agrees that it shall not acquire any right or interest in said Invention and that THE DISCLOSING PARTY shall remain the sole owner of said Invention including, but not limited to, all patent, copyright, trade secret, trade name, trademark or other property rights pertaining thereto, anywhere in the world. Any sale, license or other transfer of the Invention shall be pursuant to a separate agreement.

#### **7. RIGHTS TO DERIVATIVE INVENTIONS.**

Should THE RECEIVING PARTY or any of its employees, agents or representatives conceive any innovation, discovery, computer program, process, technique or the like as a result of observing or having access to said Invention or Confidential Information, THE RECEIVING PARTY agrees to assign, or to have assigned, said innovation, discovery, computer program, process, technique or the like to THE DISCLOSING PARTY.

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## **8. PROVISIONAL AND OTHER REMEDIES.**

8.1 THE RECEIVING PARTY acknowledges that the use or disclosure of any Confidential Information may give rise to irreparable injury to THE DISCLOSING PARTY, inadequately compensable in damages. Accordingly, in addition to any other legal remedies which may be available to THE DISCLOSING PARTY, THE RECEIVING PARTY agrees that THE DISCLOSING PARTY may seek and obtain injunctive relief against the breach or threatened breach of THE RECEIVING PARTY's obligations under this Agreement and may recover attorneys' fees and costs of any action to enforce the provisions of this Agreement.

8.2 This Agreement provides contractual remedies supplemental to those provided in the Uniform Trade Secrets Act, Nevada Revised Statutes § 600A et seq. (UTSA). In addition, the Parties agree that the UTSA shall apply to all disclosures of trade secrets or Confidential Information disclosed to THE RECEIVING PARTY by reason of this Agreement. The remedies set forth in the Agreement shall be cumulative to all other rights or remedies provided at law, in equity, by statute, or otherwise.

## **9. ATTORNEYS FEES.**

If any litigation arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which that Party may be entitled.

## **10. GOVERNING LAW.**

This Agreement shall be interpreted in accordance with the laws of the state of Nevada, and any action arising out of this Agreement shall be brought in the Second Judicial District Court in and for the County of Washoe and/or the United States District Court for the District of Nevada.

## **11. SEVERABILITY.**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the Parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

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## **12. INTEGRATION AND MODIFICATION.**

This Agreement contains the complete and final expression of the understandings of the Parties with respect to any matter mentioned herein and may be modified only in writing, said writing to be signed by both Parties making the modification.

## **13. SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of both Parties and their respective heirs, successors, assigns and representatives.

## **14. CONTINUING OBLIGATIONS.**

Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement shall survive any expiration or termination and remain in effect until complete performance thereof has occurred. The non-disclosure provisions of this Agreement shall survive termination of the Agreement, and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

## **15. WAIVER.**

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. Nothing contained in this Agreement shall constitute a waiver of any rights and/or remedies accorded to THE DISCLOSING PARTY under the patent laws of the United States.

## **16. CAPTIONS.**

All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning or scope of this Agreement.

## **17. NON-CIRCUMVENT**

All parties agree not to take any action to circumvent any party in respect of this Agreement and business currently being conducted by any party.





806 Buchanan Blvd #115-302  
Boulder City, NV 89005  
951.202.4303



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**18. EXECUTION AUTHORITY.**

The persons whose signatures appear below certify that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

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