



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT

is made and entered into as of _____ ("Effective Date") between (Client Company [this means you]), having an address at (your place of business) and Me, Ink LLC, PO Box 146, Stewarts Point, CA 95480-0146.

WITNESSETH:

WHEREAS:

(Client Company) wishes to transmit to Me, Ink LLC, and Me, Ink LLC wishes to receive certain information considered and treated by (Client Company) as confidential and/or proprietary, and,

WHEREAS:

Me, Ink LLC is willing to receive certain "Confidential Information" (as hereinafter defined), subject to terms and conditions hereinafter set forth,

NOW, THEREFORE:

in consideration of the foregoing precise and mutual promises hereinafter contained, (Client Company) and Me, Ink LLC agree as follows:

1. The purpose of the disclosures hereunder is to plan and execute the (general scope of our current or proposed business relationship).
2. (Client Company) possesses certain valuable and confidential information ("Confidential Information") including documents and materials, whether printed or in machine readable form or otherwise, which is disclosed by (Client Company), developed, owned, licensed, patented, or under the control of [as appropriate] (Client Company) relating to the design, development, engineering, construction, or operation of (Client Company's products and services) as well as related (products and/or services), including all processes, hardware, software, inventions, trade secrets, ideas, designs, research, know-how, business methods, production plans and marketing plans [kitchen sink not explicitly excluded] relating thereto.
3. For a period of three (3) years from the dates on which the Confidential Information is received by Me, Ink LLC (the "Confidentiality Period"), Me, Ink LLC agrees to safeguard and hold in trust and confidence and neither directly or indirectly disclose to any third party or to use (except for the purposes herein specified) any or all of the Confidential Information disclosed (i) by (Client Company), its agents or employees to Me, Ink LLC hereunder; or (ii) obtained from (Client Company) as a result of the activities of (Client Company) and Me, Ink LLC contemplated hereunder.
4. All the Confidential Information disclosed, delivered to or acquired by Me, Ink LLC from (Client Company) or on behalf of (Client Company) hereunder, and all inventions and developments which arise from such Information, shall be and remain the sole property of (Client Company). Upon (Client Company)'s request, Me, Ink LLC agrees to return all of the Confidential Information and any copies of the same promptly to (Client Company).
5. Disclosure of the Confidential Information to Me, Ink LLC hereunder shall not constitute any option, grant or license to Me, Ink LLC under any patent, know-how, or any other rights of any nature or kind whatsoever heretofore, now or hereinafter by (Client Company).
6. It is understood and agreed that the disclosure by (Client Company) of the Confidential Information or other information to Me, Ink LLC hereunder shall not result in any obligation on the part of either party to enter into any further agreement with the other with respect to the subject matter hereof or otherwise.
7. It is agreed that (Client Company) shall be entitled to all appropriate relief, including injunctive and other equitable relief, to enforce the provisions of the Agreement.
8. The Agreement shall inure to the benefit and be enforceable to (Client Company) and its assigns, shall be binding upon Me, Ink LLC and its successors and representatives, and may not be modified except by a writing signed by both parties hereto.
9. Either party's waiver of any breach or failure to enforce any of the terms and conditions of the Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition thereof.
10. This agreement shall be deemed to have been made in the United States and any dispute arising hereunder shall be governed by Delaware law.
11. This Agreement constitutes the complete agreement between the parties hereto. It supercedes and cancels any and all prior communications and agreements between the parties with respect to the subject matter hereof.

IN WITNESS THEREOF:

the parties hereto by their duly authorized representatives have executed this Agreement upon the date first set forth above.

For (Client Company)

For Me, Ink LLC

By: OFFICER

By: Christian Doering, Owner / Principal