

Please fill out the below form and send it back to: sales@inrvision.com or fax to 917-677-6625

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MUTUAL CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

This Agreement is by and between The INrVision Corporation having its principal address located at 30 West Main Street Riverhead, NY 11901 and [REDACTED] having its principal address located at [REDACTED].

WHEREAS, **The InrVision Corporation.** and [REDACTED] (hereinafter, collectively, "the parties") desire to retain and/or provide professional management and/or consulting services, one, to and/or from, the other;

And

WHEREAS, the parties may and/or have furnished or shall furnish to each other certain confidential information relating to proprietary ideas, products, or company financials for the purposes set forth above; and

WHEREAS, the parties agree to review, examine, inspect, or obtain such confidential information only for the purposes described herein, and to otherwise hold such information confidential pursuant to the terms of this Agreement, to wit:

1. The parties agree to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agree that they shall be used only for the contemplated purposes, shall not be used for any other purpose, nor disclosed to any third party.
2. Confidential information shall not be disclosed by either party to any employee, consultant, or third party unless they agree to execute and be bound by the terms of this Agreement.
3. "Confidential Information" shall include the following:

Any and all information either party receives or learns from each other or from other consultants engaged by them, jointly and/or severally, in a specific project the said parties have or shall undertake, including, without limitation: "know-how"; trade secrets; accounting practices; identities of customers; potential customers and consultants; procedures and policies; product research and development details; pricing policies; operational methods and processes; consumer research, marketing; and sales data.

Such information, in whole or in part, together with analyses, compilations, or documents prepared by the parties and/or their associates is understood to be and will be treated as confidential and is

hereinafter referred to as "Confidential Material," and will be treated confidentially by the parties, whether furnished before, on, or after the date of this Agreement.

4. "Confidential Material" shall NOT include the following:

Information the parties already possess at the time of disclosure by one to the other of them; information which is or which comes into the public domain from sources other than the parties; and information provided to the parties by a third party or third parties not bound by a confidentiality agreement.

5. The Confidential Material will be kept confidential by the parties without exception. Other consultants or vendors engaged by the parties in connection with the performance of the parties' consultations will have access to Confidential Material only on a need-to-know basis and will be legally bound in accordance with the obligations under this Agreement.

6. This Agreement and its validity, construction and effect shall be governed by the laws of the State of New York

7. The parties understand and acknowledge that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause an one or the other of them irreparable harm, the amount of which may be difficult to ascertain; therefore, the parties agree that either of them shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as such court might deem appropriate. Such right shall be in addition to Remedies otherwise available to either party at law.

This Confidentiality/Non-Disclosure Agreement sets forth the entire agreement between the parties as it relates to Confidential Information. Any amendments to this Agreement must be in writing and signed by authorized representatives of the parties.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such provision had never comprised a part of this Agreement. Furthermore, in lieu of each such provision, there shall be added automatically to this Agreement a provision similar in terms and understanding as may be possible and legal, valid and enforceable.

Date: _____

Name:

Title

Company: The InrVision Corporation

Date:

Name

Title

Company: _____