

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as: “Contract” or “Agreement”) was freely stipulated and entered into without any pressure or duress whatsoever as of (insert effective date), between:

JB Machine LLC, having primary place of residence at **14309 Toepperwein rd ste 403 San Antonio, TX 78233** (*hereinafter referred to as “Recipient” or “Company”*),

And

(Recipient), having primary place of residence at

(hereinafter referred to as “Owner” or “Client”),

(*Collectively referred to as: “Parties”, “Contractors”*)

Both of whom hereby agree to be bound and abide by the provisions stated in this agreement

Thereby, the Client desires to protect his legitimate rights of confidentiality regarding the business that the Client owns and operates. The Recipient of confidential information has agreed to keep the information shared by the Client, which may be, connected to doing business with the Company, confidential in nature or otherwise important for the Client.

The Company respects the legitimate interests of the Client, and is willing to abide by the terms set out in this contract.

Both parties agree that there is no weaker party in this agreement, as both parties have had equivalent bargaining powers prior to formation of this contract.

Therefore, in consideration and respect to all the mutually stipulated provisions, promises and obligations made by the Parties in this specific Contract, the Parties covenant and agree as follows:

SOURCE OF INFORMATION

The information received by the Recipient is primarily from execution of a standalone contract connected to the Recipient’s business. The Recipient is, by all objective standards a legitimate and legally bound private entity established under applicable US law.

Within the scope of the business activity of the Recipient, who works and operates in the manufacturing and wholesale business, the existent agreement between the parties, more specifically, its execution does require certain confidential information from the Owner.

CONFIDENTIAL INFORMATION

For the purposes of this Agreement, the term “Confidential information” (abbreviated: “information”) means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is generally not known to anyone but the Owner, and which the Recipient is to obtain by fulfilling his/hers duties.

The term is also to be used for information, metric units, useful designs, technical data, expertise, descriptions, plans, schemes, sketches, or other information, which is proprietary to the Owner of the classified information.

Confidential information will include any information provided, directly or indirectly, by the owner, as well as information regarding various parameters of performance, procedure or other relevant characteristic, which is tied to the relevant position. Confidential information also includes any information of the owner and a third party with which the Owner deals, including, but not limited to: financial information, business records, plans, trade secrets, product ideas, technical data of any type, contracts, billing records, pricing structure, discounts, property, investments, strategic alliances, partnerships, customer or client lists. The nature of the information and manner of the disclosure are such that a reasonable person would understand to be confidential.

Confidential information is also to include information, which is not to be clearly classified as such, and are connected to the execution of contract on behalf of the Recipient of confidential information.

EXCEPTIONS FROM CONFIDENTIAL INFORMATION

The Term “Confidential information” does NOT include:

- Matter of public or otherwise freely accessible knowledge, resulting from direct disclosure by the Owner
- Information rightfully received by the Recipient from a Third party without any duty of confidentiality
- Independently developed information on behalf of the Recipient
- Already disclosed information for the purposes of court or civil proceedings, respecting the principle of “minimal disclosure”
- Information disclosed on behalf of the Recipient with prior written or oral ascent from the Owner

OBLIGATION OF PROTECTION

The Recipient hereby understand the sensitive nature of the information, and thus acknowledges that the information is a valuable, special and unique asses proprietary to the

Owner, which provides the Owner with a significant competitive advantage, and thus needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of information, the Recipient agrees to:

- Hold the information in confidence and will not, in any way, disclose the information to any person or entity without prior written ascent of the Owner
- Not copy or, in any way, modify any information without the prior written ascent of the Owner
- The Recipient is to promptly advise the Owner if the Recipient becomes aware of an possible unauthorized disclosure or use of the information
- The Recipient is not to disclose any information to any employees of the Recipient, aside from the employees required
- To have the information in order to perform their job duties in connection with the limited purposes of this Agreement. Each authorized Employee to whom confidential information is disclosed shall sign a non-disclosure agreement substantially same as this agreement upon request of the Owner.

PROTECTION OF INTEREST. DISPOSAL OF INFORMATION

The Recipient is to protect any type of information, whether fitting the definition of “confidential information” or not, if he or she believes that disclosing this information may lead to a loss or damage of any kind to the Owner. The Recipient is to dispose of paperwork, data, discs, memory cards, e-mails or any copies of modifications made upon previous written ascent from the Owner in a manner prescribed by the Owner’s disposal of information policy. The Recipient shall be informed on the protocols of discarding or disposing of any tangible medium upon request.

RIGHT TO INJUNCTIVE RELIEF

If it appears that the Recipient has, or has threatened to, disclose any confidential information in violation of this Agreement’s provisions, the owner shall be entitled to an injunctive relief restraining the Recipient form further or any such disclosure. The Owner is not limited to seeking any other forms of legal remedy in sole discretion and as seen fit by the Owner.

NON-CIRCUMVENTION

For a period of (insert number) years after the end of the term of this Agreement, the Recipient is not to attempt to do business with, or otherwise solicit any business contracts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If any circumvention is to occur, the Owner is to be entitled to any commission due pursuant to this Agreement, or relating to such transaction.

THE RIGHT TO FORGET. DISCRETIONAL RIGHTS OF THE OWNER

All records obtained by the recipient which are not meant to be returned to the Owner, unless to be used for further production or future business, are to be deleted and destroyed.

The Owner of confidential information shall inform the Recipient in writing (unless explicitly stated in this contract) on which information can be securely kept, which are to be destroyed and which are to be returned.

RETURN OF CONFIDENTIAL INFORMATION

On demand, at any time and at any event which may occur the Recipient is obliged to immediately deliver to the Owner all the data, manuals, lists, notes, writings, product lists, photocopies, recordings, disks or other material (including duplicates and/or copies of any such property and/or material) concerning the work at hand. The Recipient understands and respects that the Owner has all proprietary rights to these materials, and that these materials are entrusted to the Recipient on basis of execution of contract tied to this Non-disclosure agreement.

STATUS

The parties understand that they are not partners or agents, and stress that both parties are to form this contract, as a result of the confidentiality needed in regards to the proper execution of a standalone contract tied to this Non-disclosure agreement. Neither party has an obligation to purchase products or services from the other party. The Recipient understands the implied limitation of offering products or services created by the Recipient resulting from misuse of the received confidential information.

DAMAGES DUE TO DISCLOSURE

Disclosure of these materials, whether willingly, by default, negligence or failure to comply with the organizational orders by the Owner or an authorized agent thereof may give the right of redress to the Owner. The Recipient understands that further legal remedies may be taken against him/her because of any harm or loss suffered by the Owner of the confidential information because of the disclosure.

NON-SOLICITATION AND NON-COMPETITION

In consideration of the experience, know-how, training and other vital organizational or market knowledge, which is to be acquired through working for the Owner, the Employee hereby promises that he/she will NOT, either during the employment or for a period of time of (insert number of years – usually up to two years) consecutive years (months) after termination of employment, directly or indirectly, for the sake of the Employee or for any third party, accept employment or in any other way, directly or indirectly, engage in business activities which are of direct competition to the Owner. In this period, the Recipient further promises NOT TO solicit any current or potential customer of the Owner identified in the duration of the employment with the Owner, or otherwise divert, or attempt to do so, any business from the Owner. The relevant geographical area to which this provision is applicable is the regular place in which the Owner solicits and conducts business, and/or any area to which, as far as the Recipient's knowledge is, the Owner has plans of future expansion, investment and establishment of another business, which is tied to this business. Both parties

are compliant that the time and territorial scope of this Subsection is reasonable, and proportionate with the specifications of the duties the Employee is obliged to conduct, as regulated in this Agreement, and that the restrictions are further reasonable given the Recipient's access to the Owner's experience, training programmers, organizational or market knowledge, know-how and insider information which is to be acquired during the employment. If a court of law under the applicable jurisdiction this Agreement is to be revised under deems this subsection unreasonable, it is to be changed by either a constructive judgment or operation of law, in order to ensure the maximal protection of the Owner's rights and interests. The Recipient hereby agrees that in case of judicial interpretation of this clause, the Owner's interest are to be protected in the full extent on this issue, as permitted by applicable law. In the event of non-compliance, default or breach of this provision, the Recipient agrees to penalties (if the damage can be determined) or discretionary legal claims (if the damage is undeterminable) under the "Damages" subsection of this Agreement.

LIMITATION OF WARRANTY

The Recipient is aware that the information is provided „as is“. The OWNER DOES NOT MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE FURTHER LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING FROM THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner neither represents or warrants that any product, business plans or any other information relating to the Business will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential information is to be solely at the Recipient's own risk.

LICENSING PROVISIONS.

The recipient shall not acquire any intellectual property rights under this Agreement, except the right to limited use of information as set forth and specified above. The Recipient acknowledges and understands that, as between the Owner and the Recipient, the information and all related intellectual property rights are, and shall, at all times, be, the property of the Owner, even if suggestions, comments, or ideas made by the Recipient are incorporated into the confidential information or related materials during the validity of this Agreement.

INDEMNIFICATION

The parties agree to defend, indemnify and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives and employees from any and all third party claims, demands, liabilities, cost and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation or warranty as per this Agreement.

ATTORNEY'S FEES

The prevailing party shall be entitled to recover reasonable attorney's fees and costs in case any legal action between the parties concerning this Agreement is to be taken.

RELEVANT TERM

The obligations of this Agreement are to survive 2 years from the effective date or until the owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient is to continue to protect the information received during the term of this Agreement from unauthorized use or disclosure indefinitely.

SEVERABILITY. CONTINUITY.

This Agreement represents the complete understanding and consensus of the Parties in this Non-Disclosure Agreement, and thus shall supersede all previous oral or written agreements, regarding the subject matter regulated herein. Obligations on behalf of the Recipient under this agreement is to be voided by means of written notice of the Owner of confidential information, aside from the "Relevant Term" subsection, which is to survive voiding of any rights or termination of this Agreement. This Agreement may be terminated by means of written notice of the Owner or by end of the contractual relationship to which this Non-disclosure agreement undoubtedly ties to the execution of a contract related to this Non-disclosure agreement

All unilateral modifications of the terms of this Agreement are invalid, except for the written notices by the Owner on voiding obligations of the Recipient or terminating this Agreement. Any other changes are subject to consensus by both Parties, and are to be done by renewal, addendum, modification or other instrument recognized by applicable law.

DISPUTE RESOLUTION. JURISDICTION

The Parties agree to solve all disputes or controversies, including those arising from termination of contract in a manner other than filing court actions. Alternative dispute-resolution prevents statute barring of the rights and obligations arising from this Agreement. If these dispute-resolving methods prove unsuccessful, they are to commence court proceedings.

This Agreement shall be governed by and construed in accordance with the jurisdiction of the primary place of business the Owner resides. All disputes or litigation arising from the content of this contract or its execution will be therefore processed in the respective jurisdiction of the Owner's place of business.

PRO-VALIDITY CLAUSE

If any provision of this Agreement is, or is to be found by an appropriate authority, unenforceable under governing law, that will not affect the enforceability of any other provisions of this Agreement. Statutory provisions by US State of Florida Law will govern all aspects of NDA Agreement, which have not been regulated by the provisions of this agreement.

DAMAGES

If damages, resulting as a breach of Terms on behalf of the Recipient cannot be determined, the Owner has the right, in his/her sole discretion, to seek legal remedy amounting in the maximum amount of (set maximum amount), including all reasonable litigation expenses, court costs and reasonable attorney’s fees.

INTERPRETATION GUIDELINES

This contract is freely stipulated and solemnized by both parties, who have an equal position in negotiating the terms therein. The contract is not to be interpreted in favor of the party who/which had not drafted it, as it is a freely established relationship between two equal parties under applicable US, State of Texas applicable Law.

IN WITNESS WHEREOF, both Parties have concluded and agree to sign this Contract, personally or by their respective authorized agent, as of the day and year set forth above.

RECIPIENT

OWNER
