

## **NON - DISCLOSURE AGREEMENT**

This AGREEMENT, made on September 18, 2001 between John Berner, an independent inventor at 3008 Schabacker Ct. Apt. 5 in Menomonie, Wisconsin, hereinafter referred to as "THE INVENTOR" and those qualified to be sought for expertise, hereinafter referred to as "the Parties"

### **Preamble**

**Whereas** the Parties, a collection of teachers, instructors, students and manufacturing firms in, the United States, seeks opportunities to further their own ideas and increase their activities in the world, either through cooperative agreements or the purchase of patents or other proprietary rights

**Whereas** contacts were made between the Parties and the Parties now wish to consider working together on a particular project called The Elevated Camp Shelf which is in predevelopment stage and for which a patent is in process;

**Whereas** the Parties recognize the necessity of protecting their respective proprietary rights and trade secrets, the Parties have decided first to enter in the present Non-Disclosure Agreement to allow for the exchange of necessary information before then considering the opportunity for a common venture in promoting the The Elevated Camp Shelf project.

## **NOW THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS**

### **Article 1 - Secrecy**

1.1 With due regard to the achievement of the objective set in the above Preamble, the Parties here are willing to disclose to each other, on a strict confidential and need to know basis, certain information, including information related to the situation of their respective friends, family, peers, colleagues, customers, co-workers and/or competitors.

1.2 All such disclosed information is of a confidential nature, representing trade and business secrets and proprietary rights, and it shall be treated as strictly confidential and solely used to achieve the objective of the present AGREEMENT.

1.3 Consequently both parties agree to have their respective personnel, and personnel acting on their behalf, respect the obligation of secrecy protection relating to any information or material which they have access to or knowledge of, during the performance of their activities under the present Agreement. Such personnel shall abstain from communicating any such information or material, under any form whatsoever, to a third party and from using it for any purpose other than that required for the due performance of that Party's obligations hereunder.

Such stipulation shall particularly concern any publicity or disclosure to any media in any form whatsoever of the considered or intended cooperation.

1.4 Unless a written consent in the form of a written amendment to the present agreement otherwise stipulates, both of the Parties hereto shall treat and protect the disclosed information in preventing its release, in any form whatsoever, to any third party including their respective customers, except as follows

(I) to the extent such information is general or public knowledge, or which, after disclosure hereunder between the Parties, becomes general or public knowledge through no fault of either of the Parties hereto, or

(II) to the extent such information can be shown by the concerned Party to have been legally in its possession prior to the receipt thereof hereunder, or

(III) to the extent such information is received or purchased from any third party for use or disclosure without any restrictive obligation of use or disclosure to that third party.

1.5 Notice by either Party that is no longer interested in the project upon the expiration of this Agreement, shall not relieve either party of the obligation of secrecy to which it is served, all Confidential Information (including without limitation, documents, drawings, manuals, models and designs) shall remain property of THE INVENTOR and shall be returned to it promptly at its request, together with any copies thereof; also agreeing not to participate in, or deal in the development of similar or comparable projects for a duration of 3 years from the date first written above, without first obtaining the prior written consent of THE INVENTOR which consent shall not be unreasonably refused

## **Article 2 - Agenda and Actions Considered**

2.1 The Parties hereto will take the following actions from the date of coming into force of the present Agreement:

In a first step, they will agree to aid in the possibilities of solutions to making the invention work.

In a second step, they will agree to disclose manufacturing techniques that would make the device marketable.

In a third step, an Agenda of Actions will be agreed upon between the Parties concerning the various approaches to be launched and followed, and the possibility of setting a cooperative arrangement.

2.2 The Parties agree to regularly keep each other informed of any response from potential customers and will try to collect any possible additional requests or observations as to their objectives, so as to have all prepared documents amended accordingly and kept up to date.

## **Article 3 - No Restriction Of Sale**

Any indication hereunder to the contrary notwithstanding, nothing contained in the present Agreement is intended or implied to restrict or limit in any manner the sale or lease of the products to be issued or derived from the project, within the EEC.

#### **Article 4 - Notices**

All recommendations or requests, including approvals, comments or reasons and disagreements whether submitted by either Party, or served to each other or form or to customers, shall be made in writing, together with, whenever appropriate, suggestions for changes or modifications in order to allow and facilitate the ensuing negotiations.

#### **Article 5 - No Waiver**

The failure by any Party hereto, at any time, to require the performance by the other Party of any provision hereof whatsoever, shall in no way affect the right by such Party to require such performance at any time thereafter.

#### **Article 6 - Entire Understanding**

The terms and conditions of the present Agreement constitute the entire understanding of the Parties hereto, and supercede and replace all previous commitments, whether written or not, in effect between them with respect to the subject matter hereof.

#### **Article 7 - Coming Into Force - Changes**

7.1 The present Agreement has a duration of 3 years from the date first written above.

7.2 Neither any change, nor any modification to the present Agreement shall be binding on either Party unless set forth in a written amendment to be signed on their behalf by the accredited representatives of both Parties.

#### **Article 8 - Litigations**

All disputes arising in connection with the instant Non-Disclosure Agreement shall be finally settled in accordance with the law of the State of Wisconsin.

**IN WITNESS WHEREOF** the accredited representatives of the Parties have caused the present Agreement to be executed as of the date first written above

(See Dated Attachment)

**Non - Disclosure Signature Form for**

**“The Elevated Camp Shelf” Agreement for Sept. 18, 2001**

THE INVENTOR

The Parties

John. M. F. Berner

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