

CONFIDENTIAL DISCLOSURE AGREEMENT

_____ (company, address) and Design Net Technical Products, Inc. ("Design Net") of Smithfield, RI having its principle place of business at 341 George Washington Highway, Smithfield, RI 02917 plan to exchange specific technical and/or business information on a confidential basis. This Agreement sets forth the terms and restrictions that will apply to that information as well as other information exchanged between the parties.

1. Discloser and Recipient (check only one; if designation is not clear, both parties are "Recipient" and "Discloser").
____ "Discloser" means Design Net and "Recipient" means Other Party.
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 X "Discloser" means both Design Net and Other Party and "Recipient" means both Design Net and Other Party.

2. "Proprietary Information" means all information reasonably related to _____ (the project) which the Discloser discloses to the Recipient: (i) in document (including electronic media files, drawings and/or 3-D solid models) and/or other tangible materials clearly marked as proprietary and delivered to the Recipient by the Discloser, and/or (ii) orally, or in any other intangible or intellectual form.

Proprietary Information does not include any information which: (a) is or becomes publicly known or readily ascertainable by the public through no wrongful act of the Recipient, or (b) is received by the Recipient from a third party from disclosing such information, or (c) is independently developed by or for the Recipient, or (d) is disclosed to a third party by the Discloser with-out similar restrictions in disclosure.

3. Sole Obligations. For a period of 3 years from the first date of disclosure, the Recipient will use reasonable efforts to prevent the disclosure of Proprietary Information to any other person, unless disclosure is required by law, and will use Proprietary Information disclosed hereunder solely for the purpose of evaluation unless otherwise agreed in writing between the parties. All material containing Proprietary Information delivered by the Discloser under this Agreement is and will remain the property of the Discloser. All such materials and any copies thereof, less a single archival copy, will be promptly returned to the Discloser by the Recipient upon the Discloser's written request. These obligations apply only to information that the Discloser first discloses to the Recipient within one (1) year of the date of last signed below.

4. Product Development and Marketing. This Agreement does not; (1) restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products, or (ii) commit either party to disclose any particular information or to develop, make, use, buy, or sell or otherwise dispose of any existing or future product, or to favor or recommend any product or service of the other party. To be binding, any such restriction or commitment must be in writing and signed by both parties.

5. Other Information Not Deemed Proprietary Unless Otherwise Agreed; No Patent or Copyright Licenses Implied. This Agreement does not enlarge, diminish or affect the rights and obligations that either party may have or come to have under any other written agreement signed by both parties, or with respect to any patent or copyright of either party. Except as specifically provided in any such other written agreement, or in this Agreement, there will be no restrictions as to the use of disclosure of an information exchange at any time between the parties, in the past or in the future, other than restrictions that either party may independently have a right to assert under the patent or copyright laws.

6. Export of Information. Recipient shall not export, directly or indirectly, any data or intellectual property received from Discloser under this Agreement or any items incorporating such data to any country to which the U.S Government or any agency thereof at the time of export requires an export license, without first obtaining such license of approval.

7. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Rhode Island.

8. Entire Agreement. This is the complete agreement between the parties regarding the confidentiality of information exchanged between them and may be changed only by written agreement.

9. Upon the completion of the term of this agreement, or termination of this agreement, either party may request that all information provided by each party, and any copies of such confidential information made by each recipient, including, but not limited to, drawings, electronic files and other confidential information provided to the that parties be returned to the issuing party.

_____ (Company)
By: _____
Name: _____
Title : _____
Date: _____

Design Net Technical Products, Inc.
By: _____
Name: _____
Title: _____
Date : _____