

## Non-Disclosure Agreement

This Agreement is by and between MAKO Design + Invent, having a place of business at both 3205 Liberty Street, Austin, Texas 78705, USA and 46 Fort York Blvd., Toronto, Ontario M5V 3Z3, Canada (hereinafter referred to as "Mako") and CUSTOMER \_\_\_\_\_, a corporation or individual organized having a principal place of business or residence at ADDRESS \_\_\_\_\_ including all successors and assigns (hereinafter referred to as "CUSTOMER").

Whereas, MAKO and CUSTOMER each have certain technical and proprietary information which they wish to disclose to each other on a confidential basis for purposes described below; NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. "CONFIDENTIAL INFORMATION" of either MAKO or CUSTOMER is confidential or proprietary information disclosed to the other.
2. MAKO and CUSTOMER shall disclose to each other CONFIDENTIAL INFORMATION solely for the purpose of enabling each other to evaluate the desirability of negotiating a formal agreement with respect to the CONFIDENTIAL INFORMATION.
3. Each party agrees to accept the CONFIDENTIAL INFORMATION of the other party and to employ all reasonable efforts to maintain the other party's CONFIDENTIAL INFORMATION secretly and confidentially, such efforts to be no less than the degree of care employed by the recipient to preserve and safeguard its own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees, students, officers, consultants (including, but not limited to patent attorneys) and directors of the recipient who have a need to know CONFIDENTIAL INFORMATION in connection with this evaluation, and who are obligated to keep CONFIDENTIAL INFORMATION as confidential.
4. Each party's obligations under paragraph 3 above shall not extend to any part of the CONFIDENTIAL INFORMATION:
  - (a) which can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
  - (b) which can be demonstrated, from written records, to have been in the recipient's possession or readily available to the recipient from another source not under an obligation of secrecy to the discloser prior to the disclosure; or
  - (c) which becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by recipient; or
  - (d) which is independently developed by one party without reference to information received from the other party as evidenced by written record.
5. Should either party be faced with judicial or Governmental action to disclose CONFIDENTIAL INFORMATION received hereunder, the other party is to be notified.
6. Each party's obligations under paragraph 3 shall extend for a period of three years from the date of this agreement.
7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either party of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to the other, or as permitting either party to unfairly obtain the right to use any CONFIDENTIAL INFORMATION of the other which becomes publicly known through an improper act or omission on its part. Disclosure shall not constitute any representation, warranty, assurance or guaranty with respect to non-infringement of any patent or other rights of the other. No warranty or representation as to the accuracy, completeness or technical or scientific quality of any CONFIDENTIAL INFORMATION is provided herein. Without restricting the generality of the foregoing, MAKO makes no representation or warranty as to merchantability or merit for a particular purpose for any proprietary information disclosed hereunder.
8. The parties agree that legal jurisdiction will be set to Toronto, Ontario if signed in Canada and Austin, Texas if signed in the USA.
9. CUSTOMER will not use the name of MAKO or any contraction, reference, or derivative thereof or the name(s) of MAKO's employees, affiliate companies, or associates in any advertising, promotional, blogs, sales literature, reviews, websites, text messages, emails, or new broadcasts articles of any type without prior written and signed consent from MAKO President.

### MAKO Design + Invent

Signatory Name:  
+1 (888) 806-6256  
Info@MakoDesign.com  
Date:  
Signature:

### Customer

Name:  
Phone Number:  
Email:  
Date:  
Signature: