

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_ ("\_\_\_\_\_") and R2FACT Product Development Inc., a Kansas corporation of 1009 W. 8<sup>th</sup> Street, Suite 401, Kansas City, MO 64101 ("R2FACT"). \_\_\_\_\_ and R2FACT are interested in exploring a potential business relationship between the parties. In consideration of the potential business relationship and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Confidential or Proprietary Information. In connection with the parties' potential or existing business relationship, \_\_\_\_\_ and R2FACT may from time to time disclose to the other, either orally, in writing, intangible or some other form, various proprietary and non-public information, which it has identified in writing to be confidential, concerning each other's business, including without limitation, information regarding financial matters, manufacturing procedures and processes, costing, labor, formulas, designs and specifications, customers sales and marketing plans, business plans or such other information, data or documents qualifying as "trade secrets" under applicable law ("Confidential Information").
2. Confidentiality. \_\_\_\_\_ and R2FACT each agree to maintain in strict confidence the other party's Confidential Information and limit access to the other party's Confidential Information within its own organization to only those persons who need to know such information. \_\_\_\_\_ and R2FACT further agree that each shall not publish, copy or disclose in any manner Confidential Information of the other party to any third party without prior written approval, unless mandated by law or court order. The parties agree that any Confidential Information which has or will be disclosed shall not be used for commercial purposes without written authorization of the disclosing party.
3. Exceptions to Obligations of Confidentiality. The parties' respective obligations under this Agreement shall not apply to any Confidential Information that (a) has become part of the public domain at the time of disclosure, except by breach of this Agreement; or (b) was already in the lawful possession of the receiving party prior to the time of disclosure; or (c) is received by \_\_\_\_\_ or R2FACT from a third party who asserts that they have a legitimate and lawful right to disclose such information.
4. Term. \_\_\_\_\_ and R2FACT shall cease to use any Confidential Information of the other party upon termination by either party in writing of the business discussions or business relationship. Unless otherwise specified in this Agreement, all materials and Confidential Information furnished by one party to the other party shall remain the sole property of the party providing such Confidential Information to the other party. Upon request or upon termination of this Agreement, each party shall immediately return to the other party or, if requested, destroy such materials and copies thereof.
5. No License. This Agreement does not grant \_\_\_\_\_ or R2FACT any license to use the other party's Confidential Information except as expressly provided in this Agreement and does not impose upon the other any obligation to enter into a business relationship.
6. The confidentiality provisions shall survive the termination of this Agreement. The parties agree to remain bound by the terms of this Agreement for all Confidential Information disclosed to the other. This Agreement shall be binding upon and inure to the benefit of the parties, and to each party's successors and assigns. Under no circumstances shall either party, without the prior written consent of the other party, assign any of its rights, duties or obligations under this Agreement to any other person or entity. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. The venue for any action in connection with this Agreement shall be in Johnson County, Kansas. This Agreement represents the entire agreement between the parties with respect to the subject matter and supersedes any prior written or oral agreements. This Agreement cannot be changed, modified, or terminated herein except by a written agreement signed by each party.

**Product Name** \_\_\_\_\_

Name \_\_\_\_\_

R2FACT Product Development Inc.

Street Address \_\_\_\_\_

1009 W. 8<sup>th</sup> Street, Suite 401

City, State, Zip \_\_\_\_\_

Kansas City MO 64101

Phone No. \_\_\_\_\_

816-994-8822

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Steve Pope, Owner/CEO