

NONDISCLOSURE AGREEMENT

As of the date of online submission by and between Nichols Development LLC, a Pennsylvania business located at 668 Stony Hill Rd #184, Yardley, PA 19067 and the business detailed in the form submission (hereinafter referred to as the "Undersigned Entity")

Whereas, each party has an interest in protecting the intellectual property of the other, and each party refuses to disclose such information except upon suitable protection of the confidentiality thereof.

NOW, THEREFORE, for and in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, the term Confidential Information shall mean any information including, but not limited to, Nichols Development, LLC or Undersigned Entity's copyrighted and trademarked materials, the disclosure of discoveries, ideas, concepts, designs, drawings, procedures, know-how, data, models, documentation, business plans, financial data or projections, marketing plans, prices and future plans. Confidential information disclosed in writing may or may not be marked "Confidential" or "Proprietary", but all such communications should be assumed to be of this type.

2. Use of Confidential Information. During the course of the discussions, each party may disclose certain Confidential Information to the other party. These disclosures will be made in reliance upon the understanding of a confidential relationship as set forth herein. The receiving party agrees that, unless specifically authorized in writing by the disclosing party, it will: a. Use such Confidential Information solely for the purpose of reviewing and evaluating the disclosing party's information, and b. Promptly return to the disclosing party, upon request, any and all tangible material concerning such Confidential Information, including all copies and notes, whether such material was made, compiled by or furnished by the disclosing party or derived by the receiving party.

3. Nondisclosure. The receiving party agrees to receive the Confidential Information in confidence and agrees that it will treat such Confidential Information in the same manner as it treats its own confidential information for assuring against its disclosure unless and until it falls within one of the exceptions noted in paragraph 7 hereof. The receiving party further agrees not to distribute, disclose or disseminate the Confidential Information to anyone except to its employees or consultants who have a need to know.

4. The receiving party agrees that its disclosure of Confidential Information to its employees or consultants who have a need to know shall be limited to only so much of such Confidential Information as is necessary for that employee or consultant to perform his/her function and only upon obtaining such consultant or employee's agreement to be bound to the terms of this Agreement.

5. No License. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in the Company's program or in any Confidential Information disclosed by one party to the other.

6. No Obligation. The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other party or to refrain from entering into an agreement or negotiation with the other party.

7. Exceptions. The obligations imposed herein shall not apply to Confidential Information:
- a. Which becomes available to the public through no wrongful act of the receiving party; or
 - b. Which is published prior to the date hereof; or
 - c. Which is received from a third party without restriction and without breach of this Agreement;
or
 - d. Which is independently developed by the receiving party;
 - e. Which has become know by previous conversations, clients or prospects by the receiving party;

8. Term. This Agreement shall be effective from the date first written above and continue in force for two (2) years from the effective date hereof or through the end of the business relationship, whichever occurs last.

9. Governing Law. This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Pennsylvania, without regard to the principles of conflict of laws thereof.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to the subject matter thereof. This Agreement may not be modified except by a writing signed by an officer of the Company and the Undersigned Entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

By: _____

Signature: _____

Date: _____

By: Adam Nichols, President – Nichols Development, LLC

Signature: _____

Date: _____

Fax 866-580-2249