

## CONFIDENTIALITY AGREEMENT

---

This Confidentiality Agreement (this "Agreement") is made effective October 9, 2009, between Ipswich-Rogers Technologies, LLC, and **Party B** (*name*) \_\_\_\_\_, of (*address*) \_\_\_\_\_.

---

### RECITALS

- A. In this Agreement, the party who owns the Confidential Information will be referred to as IRT and the party to whom the Confidential Information will be disclosed will be referred to as Party B.
- B. IRT is engaged in producing advanced computer memory systems and related products. Information will be disclosed to Party B to enable the parties to discuss new technologies and plans intended to improve current systems. Party B has represented that he will protect the confidential material and information, which may be disclosed between IRT and Party B.

### I. CONFIDENTIAL INFORMATION.

The term "Confidential Information" means any information or material which is proprietary to IRT, whether or not owned or developed by IRT, and which Party B may obtain through any direct or indirect contact with IRT.

*(a) Confidential Information includes without limitation:*

Customer lists and records, trade secrets, technical information, products, inventions, product design information, pricing structure, discounts, costs, copyrights, trademarks, publications, curricula, models, drawings, lists, proposals, concepts and ideas, distribution, purchasing and market research data, business plans and practices, contract and licensing arrangements, financial information, any and all related commercial information, intellectual property or other proprietary information.

### 2. PROTECTION OF CONFIDENTIAL INFORMATION.

Party B understands and acknowledges that the Confidential Information has been developed or obtained by IRT by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of IRT which provides IRT with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Party B agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of IRT.

- (a) *No Copying.* Party B will not copy or modify any Confidential Information without the prior written consent of IRT.
- (b) *Application to Employees.* Further, Party B shall not disclose any Confidential Information to any employees of IRT or any independent contractors or professional associates of Party B except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of IRT.

- (c) *Unauthorized Disclosure of Information.* If it appears that Party B has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, IRT shall be entitled to an injunction to restrain Party B from disclosing, in whole or in part, the Confidential Information. IRT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### **3. RETURN OF CONFIDENTIAL INFORMATION.**

Upon the written request of IRT, Party B shall return to IRT all written materials containing the Confidential Information. Party B shall also deliver to IRT written statements signed by Party B certifying that all materials have been returned within five days of receipt of the request

### **4. RELATIONSHIP OF PARTIES.**

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

### **5. NO WARRANTY.**

Party B acknowledges and agrees that the Confidential Information is provided on an AS IS basis. IRT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IRT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. IRT does not represent or warrant that any product or business plans disclosed to Party B will be marketed or carried out as disclosed, or at all. Any actions taken by Party B in response to the disclosure of the Confidential Information shall be solely at the risk of Party B.

### **6. LIMITED LICENSE TO USE.**

Party B shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Party B acknowledges that, as between IRT and Party B, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of IRT, even if suggestions, comments, and/or ideas made by Party B are incorporated into the Confidential Information or related materials during the period of this Agreement.

### **7. GENERAL PROVISIONS.**

This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Ohio. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect under the effective date of this Agreement.

INFORMATION OWNER:  
Ipswich-Rogers Technologies, LLC (IRT)

By: \_\_\_\_\_  
F. William Ipswich, IRT CEO

\_\_\_\_\_  
Date

RECIPIENT:

By: \_\_\_\_\_  
(Party B)

\_\_\_\_\_  
Date