

## ***NON-DISCLOSURE AGREEMENT***

This is an agreement, effective date \_\_\_\_\_ 20\_\_\_\_, between OpenPro Inc., (the “Disclosure”) and \_\_\_\_\_ (the “Recipient”), in which Disclosure agrees to disclose, and Recipient agrees to receive, certain confidential information (“Confidential Information”) of Disclosure on the following terms and conditions:

**1. Confidential Information:** As used herein, “Confidential Information” shall mean all business information provided by Disclosure to Recipient, in any form or format, and including but not limited to information regarding Disclosure’s products, services, sales, marketing, finances and similar information.

**2. Acknowledgements:** Recipient understands and acknowledges the Disclosure’s Confidential Information consists of information and materials that are valuable and proprietary to and constitute a trade secret of Disclosure.

**3. Purpose of Disclosure:** Recipient shall make use of Disclosure’s Confidential Information only for the purpose of evaluating Disclosure’s **OpenPro ERP Web Based Software**.

**4. Non-Disclosure:** In consideration of Disclosure’s disclosure of its Confidential Information to Recipient, Recipient agrees that it will treat Disclosure’s Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Recipient agrees that, without Disclosure’s prior written consent, Recipient will not:

- (a) disclose Disclosure’s Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Disclosure’s Confidential Information; or
- (c) make any commercial use of the Confidential Information

Recipient will not disclose Disclosure’s Confidential Information to Recipient’s employees, agents and consultants unless: (1) they have a need to know the information in connection with their employment or consultant duties; and (2) they personally agree in writing to be bound by the terms of this Agreement.

**5. Return of Materials:** Upon Disclosure’s request, Recipient shall promptly (within 30 days) return all original materials provided by Disclosure and any copies, notes or other documents in Recipient’s possession pertaining to Disclosure’s Confidential Information. Recipient will also promptly and permanently delete any Confidential Information, which is stored in electronic or optical form.

**6. Exclusions:** This agreement does not apply to any information which:

- (a) was in Recipient’s possession or was known to Recipient, without an obligation to keep it confidential, before such information was disclosed to Recipient by Disclosure.
- (b) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient; or
- (c) is independently developed by or for Recipient.

**7. Terms of Agreement:** This Agreement and Recipient's duty to hold Disclosure's Confidential Information in confidence shall remain in effect until Disclosure sends Recipient written notice releasing Recipient from this Agreement..

**8. No Rights Granted:** Recipient understands and agrees that this Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Disclosure's Confidential Information to Recipient.

**9. Warranty:** Disclosure warrants that it has the right to make disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY DISCLOSURE UNDER THIS AGREEMENT. ANY INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

**10. Injunctive Relief:** Recipient recognizes and acknowledges that any breach or threatened breach of this Agreement by Recipient may cause Disclosure irreparable harm for which monetary damages may be inadequate. Recipient agrees, therefore, that Disclosure shall be entitled to an injunction to restrain Recipient from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing Disclosure from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

**11. Attorney Fees:** If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.

**12. Modifications:** All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

**13. No Agency:** This Agreement does not create any agency or partnership relationship between the parties.

**14. Applicable Law:** This Agreement is made under, and shall be construed according to, the laws of the State of California.

**Disclosure:**

**OpenPro Inc. 10061 Talbert Ave #228, Fountain Valley, CA 92708  
Phone 714-378-4600 Fax 714-964-1491**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Title

**Recipient**  
Company \_\_\_\_\_ Phone: \_\_\_\_\_  
Address \_\_\_\_\_  
Email address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name Title

**Please fill out sign and fax to 714-964-1491**