

CLIENT CONFIDENTIALITY AGREEMENT

WHEREAS, AFL, INC. (hereinafter "Recipient") wishes to evaluate certain information and inventions owned by _____ and _____ (hereinafter "Owner"), which information relates to a product or related Items.

WHEREAS, Recipient receives such information for the purpose of: _____

NOW, THEREFORE, the parties hereto agree that the Recipient shall keep confidential and not disclose any proprietary information it receives from Owner; as a result of Owner's confidence in allowing Recipient into their facility on an unsupervised basis; since said information is confidential and proprietary at the time of disclosure by Owner to Recipient, to any other person, firm, or corporation, without the express written consent of Owner, or unless ordered by a Court of competent jurisdiction to disclose said information. Nor will such information be used by Recipient in any manner detrimental to the interests of Owner.

The parties hereto agree that information shall not be deemed PROPRIETARY, and Recipient shall have no obligation with respect to any such information, which:

- (i) Is or becomes publicly known through no wrongful act of Recipient or otherwise known to others having no obligation of secrecy to Owner; or
- (ii) Is known to Recipient at the time of disclosure by Owner and Recipient can establish or document that it was so known, or
- (iii) Is approved for release by written authorization of Owner; or
- (iv) Is ordered by a Court of competent jurisdiction to be released.

All officers and employees of Recipient's company to whom said information is disclosed shall be required, in advance of such disclosure, to acknowledge and agree to abide by the terms and conditions of this agreement.

It is hereby agreed the Recipient will not divulge the name of the Owner or any product name, without written consent of the Owner for any reason whatsoever.

Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise for any invention disclosed pursuant to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the _____ day of _____, 20__.

OWNER

RECIPIENT: AFL, INC

By: _____

By: _____

Title: _____

Title: _____

WITNESSED:

WITNESSED:
