

Mutual Confidentiality and Non-Disclosure Agreement (NDA)

This Mutual Confidentiality and Non-Disclosure Contract (hereinafter referred to as “Agreement”) is entered into by and between Accelerate 3d, 3d printing product/service developers, (hereinafter referred to as “Discloser”) and Avenue G, (hereinafter referred to as “Recipient”). For and in consideration of mutual promises made hereunder, and covenants entered into herewith, the sufficiency and receipt of which are acknowledged by Discloser and Recipient, the parties agree as follows:

1. It is understood, and agreed to, that for the purpose of evaluating the suitability of entering into a business relationship, the Discloser will need to provide information to the Recipient that is considered confidential and proprietary. Each party recognizes the importance of safeguarding such confidential and proprietary information against disclosure and/or unauthorized use.

2. Confidential and Proprietary Information considered to be commercially valuable to the Discloser (hereinafter referred to as “Confidential Information”) shall mean and include any and all information associated with the 3d printing product/service designed and created by the Discloser (hereinafter referred to as “Product”). This Confidential Information includes, but is not necessarily limited to, any and all product designs and design concepts, drawings or patterns, technical information, parts or prototypes, material specifications and manufacturing processes. Additionally, the Confidential Information shall include any and all product information relating to marketing strategies, trade secrets, operational procedures, sales and sales techniques, customers, pricing, profits, production, margin information, business records, current or future business plans, financial projections or financial information of any kind or nature.

3. Recipient agrees not to discuss with, nor reveal to, any other party the Confidential Information without prior written authorization by Discloser. This explicitly requires prior discussion with Discloser regarding proposed disclosure and written approval by Discloser. Recipient agrees not to disclose, discuss, publish, transmit, promulgate, commercialize or use in any manner the Confidential Information without authorization and express written consent by Discloser.

4. Recipient agrees that the terms of this Agreement shall be binding upon itself, its agents and employees, and furthermore Recipient agrees not to disclose Confidential Information to consultants and/or independent contractors without express written consent by Discloser and the execution by such consultants and/or independent contractors of an Agreement with the same terms and conditions as stated herein. Recipient agrees that any and all Product modifications or concept improvements reduced to practice either directly or through consultants and/or independent contractors shall be designated Confidential Information as described herein.

5. This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, and may be modified only upon mutual agreement of the parties by an instrument in writing. This Agreement shall be binding upon the parties hereto and their successors and divisions in business, but shall not otherwise be assignable by either party without the written consent of the other party.

6. An explicit intention of this Agreement is to establish Confidential Information in which public disclosure is categorically precluded of said Confidential Information and intellectual property.

Disclosed Confidential Information described herein, specifically intellectual property, unconditionally remains unrevealed regarding public domain.

7. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient, either expressly or implied, any rights, title, license, interest or authority to the Product, Confidential Information and/or intellectual property associated with the Confidential Information.

8. The parties acknowledge that mutually agreed upon standard of care for handling and protecting Confidential Information, such as limiting access to the information and other methods of preserving secrecy and safeguarding the Confidential Information, shall be established and maintained.

9. Recipient agrees to return to Discloser any and all Confidential Information, including, but not limited to, all Product materials, documents and products immediately upon request and after such time Recipient shall not retain Confidential Information.

10. Both parties acknowledge and agree that in the event of a breach of any provision(s) of this Agreement, the Discloser shall be entitled to injunctive relief restraining the Recipient, and any associated agents, from directly or indirectly engaging in any commercial activities restricted by this Agreement in relation to the Confidential Information.

11. If any of the provisions of this Agreement are found to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain intact and the unenforceable provision(s) shall be modified to the limited extent to permit enforcement of the Agreement in its entirety.

12. This Agreement shall be construed according to its fair meaning and not for or against either party. If applicable for Discloser, this Agreement shall be deemed to have been executed within the State of Texas and is performable in Pflugerville, Travis County, Texas, and shall be governed by the laws of the State of Texas. Venue of any dispute arising from this Agreement shall be in Travis County, Texas, or other location as directed by Discloser.

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Agreement.

Recipient of Confidential Information

Discloser of Confidential Information

Signature

Signature

Printed Name and Date

Printed Name and Date