



# Pacific Coast Analytical Services

15751 Roxford Street Unit F Sylmar CA 91342 Tel. 818.364.7470 Fax 818.364.7472

## NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ between: \_\_\_\_\_ (Client) and Arbras Corp. dba Pacific Coast Analytical Services (Company).

WHEREAS, Client agrees to furnish Company certain confidential information relating to ideas, inventions and products for the purposes of providing product and process development related services.

WHEREAS, Company agrees to furnish Client certain confidential information based on its previous knowledge relating to ideas, inventions and products for the purposes of providing product and process development related services.

WHEREAS, Company and Client agree to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that both parties have or shall furnish to each other certain confidential information and may further allow Company the right to discuss or interview representatives of Client on the following conditions:

1. Client and Company agree to hold confidential or proprietary information or trade secrets ("**confidential information**") in trust and confidence and further agree that such confidential information shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.

2. No copies will be made or retained of any written information or prototypes supplied without the permission of the originator.

3. At the conclusion of any discussions, or upon demand by either party, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda, or notes taken shall be returned to their originator.

4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by the originator.

5. This Agreement and its validity, construction and effect shall be governed by the laws of the state of California and shall be in force in perpetuity from the date indicated above: provided, however that after three (5) years from the date indicated above, neither party shall seek to recover any financial damages should their confidential information become publicly available. Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to binding arbitration, to be determined and resolved by said agency under its rules and procedures in effect at the time of submission, and the parties hereby agree to share equally in the costs of said arbitration. The final arbitration decision shall be enforceable through the courts of the state of California. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this agreement shall be as binding and enforceable as if this section were not a part hereof.

### AGREED AND ACCEPTED BY:

For: \_\_\_\_\_  
By: \_\_\_\_\_

For: Pacific Coast Analytical Services  
By: \_\_\_\_\_

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

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