

MUTUAL NON-DISCLOSURE

THIS AGREEMENT made as of the _____ day of _____, 20____ (hereinafter called the "Agreement")

BETWEEN:

AMERICAN PRINTWARE, INC., a California Corporation carrying on business at the City of San Juan Capistrano, in the state of California (hereinafter called "AMERICAN PRINTWARE")

OF THE FIRST PART

and

_____, a _____ Corporation

carrying on business at the City of _____, in the state of _____ (hereinafter called "Signatory")

OF THE SECOND PART

WHEREAS, each party wishes to evaluate and understand its potential involvement in a project of mutual interest, and

WHEREAS, each party may find it necessary to disclose to the other party certain confidential and proprietary information and intellectual property relating to its operations which will be used by the other party only for its work on such project of mutual interest, and

WHEREAS, each party is willing to release such information to the other on a confidential basis and is willing to enter into this Agreement;

NOW, THEREFORE for good and valuable consideration and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. All information, as defined below, provided by one party ("the Originator") to the other will be treated as confidential. "Information" shall include all information or data in written, oral or other tangible forms which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical financial or business information. Information in written or tangible form shall be labeled confidential or proprietary prior to disclosure. Information in oral or intangible form shall be designated as confidential or proprietary at the time of disclosure. In the event of inadvertent failure to designate information as confidential or proprietary as provided above, the Originator may correct such failure by notifying the receiving party in writing within five (5) business days of the Originator's discovery of the omitted designation. Following receipt of such notice, the receiving party will treat such information as confidential under this Agreement.

Initials American PrintWare, Inc. _____ Signatory _____

2. Following the receipt of Information, each party shall
 - a. restrict disclosure of the Information solely to those of its employees, the employees seconded by its partners, affiliates, partner parents, officers, agents, attorneys, advisors, consultants and independent contractors (collectively, "Permitted Parties") with a need to know and not disclose it to any other person or entities;
 - b. advise the Permitted Parties of the obligation of confidentiality hereunder;
 - c. require the Permitted Parties to use the same degree of care as is used with that party's own proprietary information;
 - d. advise the other party promptly upon discovery of any misappropriation or misuse of such "party" Information; and
 - e. use the Information only for purposes related to the work of mutual interest.
3. Notwithstanding anything to the contrary herein, neither party shall have any obligation to preserve the confidentiality of any information that:
 - a. was previously known by it free of any obligation to keep it confidential;
 - b. is distributed to third parties by the Originator without restriction;
 - c. is or becomes publicly available, by other than unauthorized disclosure by the party receiving the information;
 - d. is wholly and independently developed by the party receiving the Information;
 - e. is pursuant to an order issued by a court or regulatory body provided that the receiving party, to the extent possible, notifies the originator of such order prior to said production; or
 - f. is received from a third party without a statement of confidentiality.
4. All Information shall be deemed the property of the Originator, and the other party will within thirty (30) days of a written request return all Information received in tangible form to the Originator or destroy all such Information.
5. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by the Originator.
6. Since either party may choose not to do business with the other in the future, each acknowledges that the other is not responsible or liable for any business decisions made by either in reliance upon disclosure made during any meetings between the parties or in reliance on any results of the discussions. Further, each party acknowledges that nothing contained in this Agreement or \in any discussions undertaken or any disclosures made heretofore shall be deemed a commitment by either party to engage in any business relationship, contract or future dealing with the other party.
7. This Agreement shall continue until terminated in writing by either party. The obligation to protect the confidentiality of Information received prior to such termination shall survive the termination of this Agreement.
8. Each party agrees that it will make no copies or otherwise reproduce the Information provided by the other and further agrees to remove all such Information from its files and return all Information to the other, if requested to do so.
9. The parties acknowledge that the breach or threatened breach of this Agreement may result in irreparable injury to the Originator and that, in addition to its other remedies, the originator shall be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. The parties hereby waive any requirement for the posting of a bond or other security in connection with the granting to the Originator of such injunctive relief.

10. Each party represents to the other that this Agreement has been duly executed by it or its duly authorized officers or agents and constitutes a valid, binding and enforceable obligation of such party.
11. The terms and conditions in this Agreement supersede all prior oral or written understandings between the parties with respect to the subject hereof and constitute the entire agreement of the parties with respect to said subject matter. Such terms and conditions shall not be modified or amended, except in writing and signed by an authorized representative of both parties. If any term of this Agreement is held to be invalid or unenforceable, the remaining terms shall continue to be binding on both parties.
12. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assignees.
13. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California as a contract made and performed therein.

Agreed to and Signed

Signatory

American PrintWare, Inc.

27126B Paseo Espada, Suite 724

San Juan Capistrano, CA 92675

BY _____

By _____

Title _____

Title _____

Date _____

Date _____