

## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Motherboard, Inc., a Wyoming corporation (hereinafter referred to as "the Company") and \_\_\_\_\_

whose address is \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Prospective Investor").

### WITNESSETH THAT:

WHEREAS, Prospective Franchise Owner desires to obtain certain confidential and proprietary information from the Company for the sole purpose of inspecting and analyzing said information in an effort to determine whether to invest in the Company; and

WHEREAS, the Company is willing to provide such information to Prospective Investor for the limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **DEFINITION.** "Confidential Information" is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Investor by the Company, whether orally or in writing, as well as any information, documentation or devices heretofore or hereafter produced by Prospective Investor in response to or in reliance on said information, documentation and devices made available by the Company.
2. **TERM.** The parties hereto agree that the restrictions and obligations of Paragraphs 3 and 4 of this Agreement shall be deemed to have been in effect from the commencement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, of the ongoing negotiations between Prospective Investor and the Company and continue in perpetuity until disclosed by the Company.
3. **TRADE SECRET ACKNOWLEDGEMENT.** Prospective Investor acknowledges and agrees the Confidential Information is a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.
4. **TREATMENT OF CONFIDENTIAL INFORMATION.** In consideration of the disclosure to Prospective Investor of Confidential Information, Prospective Investor agrees

to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

- (a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to invest in the Company;
- (b) Not to disclose Confidential Information to any third party;
- (c) To limit dissemination of Confidential Information to only those of Prospective Investor's advisors, directors and employees who have a need to know to perform the limited tasks set forth in Item 4 (a) above and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto;
- (d) Not to copy Confidential Information or any portions thereof; and
- (e) To return Confidential Information and all documents, notes or physical evidence thereof, to the Company upon a determination that Prospective Franchise Owner no longer has a need therefore, or upon request therefore from the Company, whichever occurs first.

5. **SURVIVAL OF OBLIGATIONS.** The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Investor, his heirs, successors and assigns in perpetuity.

6. **NEGATION OF LICENSES.** Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Investor as a result of or related to this Agreement.

7. **APPLICABLE LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

MOTHERBOARD, INC.

By:

*/s/ Albert L. Harlow, Jr.*

\_\_\_\_\_

(Signature of Prospective Investor)

Title:

President

\_\_\_\_\_

(Print Name of Prospective Investor)