

CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement governs the disclosure of information by and between _____ (Discloser) of _____, _____ and Innovative Signals LLC of Broomfield, Colorado (Recipient) as of _____, _____ (the Effective Date).

1. DEFINITION OF CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" shall mean any and all technical and non-technical information relate to the following.

This Confidential Information disclosed by the Discloser to the Recipient may include but is not limited to (a) patents and patent applications, (b) trade secrets, (c) copyrighted information, and (d) proprietary information including ideas, techniques, sketches, drawings, schematics, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Discloser, without limitation.

2. IDENTIFICATION OF CONFIDENTIAL INFORMATION

If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, schematics, drawings, graphs, charts, disks, prototypes and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

3. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Recipient will have no obligation with respect to any portion of the Confidential Information which (a) was known to Recipient prior to receipt of such Information; (b) is lawfully obtained by Recipient from a third party under no obligation of confidentiality; (c) is or becomes publicly known or available without any act or failure to act by recipient (d) is independently developed by Recipient without reference to Information received hereunder or (e) is disclosed pursuant to court order or as other required by law, after giving Discloser written notice of such required disclosure and after assisting Discloser in it reasonable efforts to prevent or limit such disclosure.

4. HANDLING OF CONFIDENTIAL INFORMATION

Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the Discloser, except as approved in writing by the Discloser. Recipient shall only permit access to Confidential Information of the Discloser to those of it employees and authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

5. CONFIDENTIALITY AGREEMENT TERM AND TEMINATION

This Agreement shall terminate five (5) years after the Effective Date.

CONFIDENTIALITY AGREEMENT WARRANTIES

Each party represents and warrants to the other party that (i) it has the requisite authority to enter into and perform this Agreement, an (ii) its execution and performance under this Agreement, including it disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party’s rights.

6. NO GRANT OF RIGHTS

The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has been issued or that may be issued, based on such Confidential Information.

7. EQUITABLE REMEDIES

Recipient acknowledges that Recipient’s breach of this Agreement may cause irreparable harm to the Discloser for which Discloser is entitled to seek injunctive and other equitable relief as well as monetary damages.

8. CONFIDENTIALITY AGREEMENT MISCELLANEOUS

This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with the laws of Colorado without reference to conflict of laws principles. Each party agrees and consents to venue and personal jurisdiction in Broomfield, Colorado. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such unenforceable or invalid provisions within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the discourse of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

Innovative Signals LLC

By: Douglas J Simmons / Owner – Engineer

Signature

Date

Discloser (Print Name)

Discloser (Signature)

Date