

**PROPRIETARY RIGHTS AND  
CONFIDENTIAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT made and entered into by and between the **CLIENT** (hereinafter referred to as the DISCLOSER) and **FlashPoint Development, Inc.** located at **28 Pearl Street Holliston, MA** ,(hereinafter referred to as "DISCLOSEE").

WITNESSETH:

WHEREAS, DISCLOSER has made a certain invention relating to **CLIENT PRODUCTS** (hereinafter referred to as "INFORMATION") all of which DISCLOSER considers proprietary and strictly confidential; and WHEREAS, DISCLOSER is willing to disclose INFORMATION to DISCLOSEE and DISCLOSEE desires to receive the INFORMATION from DISCLOSER, for the purpose of permitting DISCLOSEE to determine whether DISCLOSEE is interested in entering into an agreement with DISCLOSER.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the disclosure by DISCLOSER to DISCLOSEE of the INFORMATION to which this agreement refers, and intending to be legally bound under the laws of the Commonwealth of Massachusetts it is mutually agreed as follows:

1. DISCLOSER agrees to disclose the proprietary and confidential INFORMATION to DISCLOSEE for the sole purpose of permitting DISCLOSEE to evaluate and use the INFORMATION to determine whether DISCLOSEE is interested in entering into an Agreement with DISCLOSER. DISCLOSEE agrees that any other use whatsoever of the INFORMATION is strictly prohibited.
2. DISCLOSEE recognizes and acknowledges the proprietary rights of DISCLOSER in and to the INFORMATION and the valuable and confidential nature of the INFORMATION and agrees to accept and maintain on a confidential basis all the INFORMATION disclosed to DISCLOSEE by DISCLOSER.
3. DISCLOSEE agrees to protect and safeguard the INFORMATION against unauthorized publication, Disclosure, or use, for a period of three years from the end of any engagements associated with the disclosure and particularly agrees and particularly agrees:
  - a. Not to use, directly or indirectly, any of the INFORMATION for the benefit of DISCLOSEE or for the benefit of another, separate and apart from the purposes of this Agreement;
  - b. Not to disclose, publish or reveal in any manner whatsoever, either directly or indirectly, any of the INFORMATION; and
  - c. Not to use any of the INFORMATION in any way directly or indirectly damaging to the proprietary or confidential interest of DISCLOSER in the INFORMATION.
4. All obligations of confidence, pursuant to and in accordance with the provisions of this Agreement shall terminate with respect to any particular portion of the INFORMATION which:
  - a. Is or shall have been in the possession of DISCLOSEE prior to disclosure thereof by DISCLOSER;
  - b. Is or through no fault of DISCLOSEE, becomes, generally available to the public under circumstances that permit the public to utilize the INFORMATION without any direct or indirect obligation to DISCLOSER; or
  - c. Is or at any time may be acquired by DISCLOSEE from any third party rightfully possessed of the INFORMATION and having no direct or indirect obligation to DISCLOSER with respect to same.

5. Within sixty (60) days after disclosure of the INFORMATION, all originals and all facsimiles of all documents containing "CONFIDENTIAL INFORMATION" shall be returned to DISCLOSER. Insofar as the provisions of this Agreement restrict the disclosure and use of INFORMATION produced hereunder, this Agreement shall continue to be binding upon the parties. Any attorneys' notes or copies of DISCLOSEE embodying or commenting on the INFORMATION shall be retained by the attorney under the terms of this Agreement or destroyed. DISCLOSER and DISCLOSEE may agree in writing that documents and things which were supplied by DISCLOSER and which contain INFORMATION may be destroyed rather than being physically returned.

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