

Non-Disclosure, Non-Compete and Copyright Ownership Agreement

Receiver's Name: _____

"Recipient" Company: _____

Address: _____

Phone: _____

E-mail: _____

I, the undersigned, having the authority to sign for the above identified "Recipient" Company having the above identified address, hereby enter this agreement on behalf of this organization, including on behalf of myself. Good and valuable consideration has been received in the form of an opportunity to learn of business proprietary information.

The "Recipient" will not, without prior written approval of the party disclosing information, Cesar A. Cartagena (Owner), or an authorized representative thereof, disclose or in any other way make known, reveal, report, publish or transfer to any person, firm, corporation or utilize for competitive or any other purpose any information or know-how relative to the disclosed information, including but not limited to: any information designated as confidential, the operation, plans, specifications, drawings, layouts, blueprints, patent applications, and other materials relating to the machinery, equipment, processes and products invented or used by the "Owner". This agreement expires the later of two (2) years or when the information becomes public through no fault of the "Recipient".

Any copyrightable subject matter generated by the "Recipient" relative to the matter under consideration belongs to the "Owner" either by way of work-for hire rules or by assignment. The parties agree to forthwith effectuate any writing needed to complete an assignment upon either party's request that the same be performed.

_____	_____	Date _____
"Recipient" Company official name / title	signature	

_____	_____	Date _____
"Owner" Cesar Cartagena	signature	