



## NON-DISCLOSURE AGREEMENT

Effective Date: \_\_\_\_\_

To protect certain Confidential Information which may be disclosed by LSE Technologies LLC to

\_\_\_\_\_ (“Recipient”), Recipient agrees that:

1. The Discloser of Confidential Information is LSE Technologies. LSE Technologies does not wish to receive any confidential information from Recipient, and Recipient agrees not to provide LSE Technologies with any information it does not wish released to third parties without prior consent.
2. The Confidential Information to be disclosed may include but is not limited to computer source code, technical description of the source code, technical description of the LSE Technologies data encryption/decryption algorithm(s), users guides or manuals, test result data, summarized test results and product pricing information.
3. The parties desire that Confidential Information exchanged be solely used for the purpose of conducting business and desire to set forth their agreement regarding the limited use and confidentiality of such information. Recipient agrees not to disclose any portion of LSE Technologies’ Confidential Information to any third party other than its employees and subcontractors with a need to know such information and who are bound to obligations of confidentiality at least as restrictive as those contained herein, without the prior written consent of the LSE Technologies.
4. This agreement controls only Confidential Information, which is disclosed within 3 years of the Effective Date.
5. Recipient has a duty to protect Confidential Information disclosed under this Agreement, and the duty expires 3 years after the end of the disclosing period. This agreement will be binding on the Recipients successors and assigns.
6. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination or publication of the Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature.
7. Information that is in hard copy or electronic form that LSE Technologies in good faith regards as confidential and/or proprietary will be clearly marked as “Confidential”, “Proprietary” or with other words indicating the sensitive nature of the Information. Any information orally disclosed by LSE Technologies to Recipient will be deemed Confidential Information hereunder if identified as confidential at the time of the oral disclosure and reduced to writing and marked confidential, within thirty (30) days after the oral disclosure.
8. Information otherwise protected hereunder will not include Information that the receiving party can demonstrate: (i) was independently developed on its own without breach of this agreement; (ii) is now in or hereafter enters the public domain without any violation of this agreement; (iii) was known to the receiving party prior to the time of disclosure by the disclosing party; or (iv) was disclosed in good faith to the receiving party by a third party legally entitled to disclose the same; provided, however, that specific information will not be deemed to be within any of the foregoing exceptions merely because it is in the scope of more general Information.
9. All Information and all intellectual property rights therein and related thereto will remain the property of the LSE Technologies. Nothing in this agreement conveys title to, or grants to Recipient any rights of ownership in LSE Technologies’ Information. At LSE Technologies’ written request, the Confidential Information in any tangible



form will be promptly returned or destroyed together with all copies thereof. Upon written request, the receiving party will provide written certification of the destruction.

- 10. All notices required under this Agreement will be considered given if sent by certified mail, postage prepaid to the individual executing this agreement at the address provided below (unless the address or responsible person has been changed by written notice).
- 11. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
- 12. This Agreement is made under and shall be construed according to the laws of the State of Colorado.
- 13. The individual executing this Agreement on behalf of the Recipient represents and warrants that he or she has the legal capacity and authority to bind Recipient to this Agreement.
- 14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

LSE Technologies LLC  
730 8<sup>th</sup> Avenue  
Longmont, CO 80501  
Phone: 720-378-1163

By:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Recipient  
(Company Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)