

**MECHANICAL ENGINEERING PROFESSIONALS, LLC
MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Non-disclosure Agreement (the "Agreement") is made and entered into as of _____ between Mechanical Engineering Professionals, LLC., a California limited liability company whose principal address is 1504 Madison Avenue, San Diego, CA 92103 and _____, a _____ whose principal address is _____.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. "Confidential Information" means any nonpublic information disclosed by either party (the "Disclosing Party") to the other party ("Receiving Party"), either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), and designates such information as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party services or products, the marketing or promotion of any Disclosing Party service or product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the receiving party through no action or inaction of the Receiving Party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed or acquired by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or (vi) is required by law to be disclosed by the Receiving Party, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees and consultants, except to those employees and consultants of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Further, except as otherwise provided herein, either party shall be free to use, for any purpose, the residuals from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained in human memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless previously approved in writing by the disclosing party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity, if any, and to also cease further disclosures, communications or other activities under this Agreement upon written notice to the other party.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mark, work right, or copyright, trade secret or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The obligations of each receiving party hereunder shall survive until the earlier of (i) such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and is made generally available through no action or inaction of the receiving party or (ii) the third anniversary of the disclosure; provided, that, to the extent that a party has disclosed information to the other party that constitutes a trade secret under law, the receiving party agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Governing Law; Waiver of Jury Trial; Judicial Reference. This Agreement shall be governed by the laws of California USA, without reference to conflict of laws principles, and the P\parties irrevocably submit exclusive personal jurisdiction in San Diego, CA, and agree to service of process by certified mail to the addresses above, as the same may be amended from time to time. To the full extent permitted under applicable laws, the parties agree to waive a trial by jury of any and all issues arising out of any action or proceeding between the parties hereto or their affiliates, under or connected with this Agreement, any of its provisions, or any transactions or agreements set forth herein or contemplated hereby (collectively, a "Dispute"). To the extent that the foregoing waiver of jury trial is unenforceable, the parties agree that all Disputes (other than summary proceedings) arising out of or relating to this Agreement shall be resolved by a judicial reference pursuant to California Code of Civil Procedure §§ 638 et seq. The parties shall be entitled to adequate discovery, as determined by the referee. The judicial referee appointed to decide the judicial reference proceeding shall be neutral and empowered to hear and resolve any or all issues in the proceeding, whether fact or law, and shall report a written statement of decision thereon. If the parties are unable to agree upon a referee within ten (10) calendar days of a written request to do so by either party, either party may thereafter seek to have a referee appointed by the court pursuant to the procedures set forth in California Code of Civil Procedure § 640. The parties agree that the prevailing party in any judicial reference shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the final judgment.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

MECHANICAL ENGINEERING
PROFESSIONALS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____