



CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement"), is by and between _____ (the "Client"), located at _____, and Duncan-Parnell, Inc ("Duncan-Parnell"), and is entered into as of _____ (the "Effective Date").

1. Confidential Information

The term "Confidential Information" shall mean all information about concepts and ideas of the Client relating to prototyping projects disclosed to Duncan-Parnell by the Client or learned by Duncan-Parnell in connection with any subsequent investigation about the Project. However, Confidential Information does not include information which: (i) at the time of disclosure to Duncan-Parnell is available to the public; (ii) after disclosure hereunder, becomes available to the public without breach of the Agreement by Duncan-Parnell; (iii) which Duncan-Parnell had in its lawful possession prior to disclosure by the Client; or (iv) becomes available to Duncan-Parnell from a third party that is not prohibited from disclosing such Confidential Information.

2. Treatment of Confidential Information

During the term of this Agreement, Duncan-Parnell shall keep all Confidential Information in strict confidence and, except as expressly permitted herein, shall not use or disclose to any third party in any manner whatsoever any Confidential Information, in whole or in part, without the prior written consent of the Client which may be granted or withheld in the absolute discretion of the Client. The standard of care required by this provision shall be at least the same standard of care that Duncan-Parnell uses in protecting its own confidential and trade secret information, but in no event shall Duncan-Parnell use less than a reasonable standard of care. Except as otherwise necessary to share such Confidential Information with other persons or entities involved in the Project, Duncan-Parnell shall not copy, reprint, duplicate or recreate, in whole or in part, the Confidential Information without the prior written consent of the Client.

3. Return of Confidential Information

Duncan-Parnell agrees to return any Confidential Information which exists in tangible form at closure of the Project.

4. Term

The term of this Agreement shall be two years following the Effective Date. The obligations of Duncan-Parnell with respect to Confidential Information shall survive any premature termination of this Agreement due to a material breach by Duncan-Parnell.

5. Governing Law

This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of North Carolina applicable to agreements entered into and performed within such State, but without reference to the conflicts of law rules of such State.

6. Waiver

The failure of any party to insist upon the strict performance of any of the terms of this Agreement shall not be construed as a waiver of future compliance therewith, and said terms shall remain in full force and effect. No waiver of any term of this Agreement by either party shall be effective unless such waiver is in writing and signed by such party. No such waiver shall be deemed a waiver of similar or dissimilar terms at the same time or at any prior or subsequent time.

7. No Further Obligations

This Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the Client and Duncan-Parnell.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the Effective Date.

Client Name

Duncan-Parnell, Inc

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____