



Standard Proprietary & Non Disclosure Agreement

In order to protect certain confidential information that Technical Industries, Inc. may disclose to the "Participant(s)" identified below the Participant(s) agree that:

1. The Discloser(s) of confidential information of Technical Industries Inc. are hereby disclosed to: Participant Name & Addresses:

Participants are negotiating and or visiting with Technical Industries Inc., for working, auditing, Standard Operating Procedures, Prequalification Documentation, Certifications(s), demonstrating, designing, building, constructing, manufacturing ultrasonic and electronic components, which is the sole property of Technical Industries Inc. during, before, and after the visit, demonstration, negotiations, design, construction, manufacturing, and assembling the ultrasonic electronic components. Confidential information disclosed by Technical Industries Inc., under this Agreement is described and included in the: electrical and electronic circuitries, designs, DATA collection methods, apparatus, ultrasonic inspection designs, transducers, transducers head assemblies, transducers shoe holders, inspection head & components, inspection units, photo imaging, diameter measuring devices, circuitries, electronic inspection systems, and all designs, invention(s) or method(s), disclosed to Participants by Technical Industries Inc.

2. A party receiving confidential information under this Agreement ("Recipient") shall use the confidential information only for the purpose of: Demonstration, and or repair, design, redesign, produce, reproduce for Technical Industries Inc. and affiliates.

3. A Recipient's duty to protect confidential information disclosed under this Agreement and returns all the information to Technical Industries Inc. Immediately after the request of Technical Industries, Inc., and after the last day of work done by the recipient for Technical Industries Inc.

4. A 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 use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

5. A Recipient shall have a duty to protect confidential information, which is disclosed during the course of post negotiations, the design, building, manufacturing, and assembling the electronic equipment, whether the information was obtained during a demonstration, verbally, and or in writing.

6. This Agreement does not imposes an obligation upon a Recipient with respect to confidential information which; (a) was in the Recipient's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed under operation of law or (f) is disclosed by the Recipient with the Discloser's prior written approval.

7. All The intellectual property rights of the equipment belong to Technical Industries Inc.

8. Neither party has an obligation under this Agreement to purchase or otherwise acquire any service or item from the other party.

9. The recipient has no right under this Agreement to commercially offer any products or services using or incorporating the confidential information.

10. Recipient acknowledges and agrees that the confidential information is provided in order to work on Technical Industries Inc. equipment in the best interest of Technical Industries Inc. All developments and improvements while working on the product, including patents, proprietary, copyrights, and the result of such work is the property of Technical Industries Inc.

11. This Agreement shall be construed to stop other than Technical Industries Inc. from using, marketing, licensing, and/or selling any of Technical Industries Inc. without the written consent of Technical Industries Inc. All proprietary rights, patents, and copyrights must rest as the sole property of Technical Industries, Inc.

12. Upon completion of work, the Recipient shall return to Technical Industries Inc. all written materials containing the confidential information within 5 days.

13. The parties do not intend to create any agency or partnership between them by this Agreement. All Technical Industries Inc., & ., employees herein agrees to the fact that all designs, inventions, methods, patents, copyrights, DATA, and all trade secrets developed by them, or others, is the sole property of Technical Industries Inc. and may not be revealed without a written consent of Technical Industries Inc. authorized officer.

14. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

15. The legal jurisdiction of this Agreement is in the State of Louisiana, Parish, and City of Lafayette, and made under and construed according to the laws of the State of Louisiana.

Participant(s):
Company Name:

By: _____

Date: _____

_____ Personally.

Date: _____

_____ Personally

Date: _____