

Non-disclosure, Non-compete and Intellectual Property Agreement

This agreement is executed on "[Click here to enter agreement date](#)" between Expert NetCAD Solutions Inc. having its registered head office at 1509 Johnson Ferry Rd, Suite T 7, Marietta, GA and "[Enter your Company name and address](#)"

1. Subsequent to understanding of two parties for on going business in the field of Product Design and Engineering support, this letter of agreement is to impose conditions of non-disclosure, confidentiality and intellectual property rights on the use, own and disclosure of such information as is herein under mentioned:

"Concept designs, drafting and detailing of products manufactured, information relating to calculations / analysis, bills of material, routings, quality plans, service manuals, details and designs of tools and fixtures, development of integrated software solutions, operational and engineering procedures, design criteria and special process"

2. It also includes "data, know-how, formulae, processes, designs, drawings, photographs, specifications, custom software programs, samples, prototypes, customer and/or market information, patent application, engineering data, performance data, cost data, any other unpublished material bearing or incorporating any information relating to the products manufactured/ developed and any other information which is confidential in nature and of value."

We, **Expert NetCAD** hereby under take not to disclose the information contained in the listings 1 and 2 above, and any other information related but not mentioned above, which is released as confidential, to any third party and/or organization of our business relation. Also, the information, data and in turn, the intellectual property, which was accessible to us, is the property of "[Enter your Company name](#)" and will not be disclosed and will not be claimed as "Our Creation".

We, **Expert NetCAD** hereby under take not to directly contact and deal with the end customer and will not create a competition to "[Enter your Company name](#)"

We, **Expert NetCAD** shall return all related drawings, parts, material, data, etc. on request after the project is completed or if the activity is terminated

If we are using Vendors to procure any services which would require the use of the confidential data provided by "[Enter your Company name](#)" , before such information is disclosed to the vendor, we will obtain a Non-Disclosure and Non-Compete Agreement from the vendor extending this agreement.

This agreement is valid and in effect for a period of 3 years from the date of execution mentioned as mentioned.

Signed by Receiver:

"Enter Authorized Person"
(For **Expert NetCAD**)

Date: "Enter Date"

Signed by Discloser:

"Enter Authorized Person"
(For "[Enter your Company name](#)")

Date: "[Enter Date](#)"