

Nondisclosure And Proprietary Use Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between WebDuck Designs with its principal offices at PO Box 38, North Branch MN 55056 ("Disclosing Party") and _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information in regards to BioMarketplace as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material, whether written or oral, that has or could have commercial value or other utility for the BioMarketplace concept as well as the marketing strategies involved which Disclosing Party is engaged in developing. Confidentiality shall also extend to the names of the names and identities of the individuals involved collaborating with the Disclosing party hereunder and the nature and identity of the data and data sources which the Disclosing party has obtained access to.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure and proprietary use provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's obligations hereunder to shall remain in effect for a period of two years from the date hereof.

5. Relationships Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Proprietary use, IP ownership and non competition. The Receiving party acknowledges that the confidential information is also proprietary and may not be used for the purpose of competing or developing the same or a similar effort, nor assisting others in any such effort for the time period specified herein in the absence of permission received in writing from the Disclosing party. In addition, all work performed for the Disclosing party shall be on a work for hire with intellectual property rights belonging exclusively to the Disclosing party.

7. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

8. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. **Binding upon heirs and assigns** This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative. The Disclosing party may assign its enforcement rights under this agreement and any such entity shall have direct contractual and third party beneficiary contract rights which are contemplated hereunder.

11. **Jurisdiction and Venue** The Law of the State of Minnesota shall apply and venue for any matter related to the enforcement or interpretation of this agreement shall be Center City, Minnesota.

Disclosing Party

Receiving Party

By: _____

Printed Name: Henry Tait Chambers

Title: Owner

Dated: _____

Printed Name:

Title:

Dated: