

## **Confidentiality Agreement**

This agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
between 3D Factory, Inc., located at 37 W. 28th ST., New York, New York 10001.

(hereinafter called “3D Factory) and \_\_\_\_\_  
(hereinafter know as “the company”)

located at \_\_\_\_\_

### **THE PARTIES AGREE AS FOLLOWS:**

#### **1. Definitions**

“Confidential Information” means the following; documents, all drawings, sketches, notes, correspondence, other applicable documents and files and other information consistent with the purpose stated in Paragraph 2, which is disclosed in a tangible form and is clearly marked confidential, or information which is disclosed orally or visually, and is designated confidential at the time of its disclosure and is reduced to or a writing and clearly marked or labeled confidential within thirty days of disclosure.

#### **2. Handling of Confidential Information**

For a period of three years from the date of disclosure, 3D Factory agrees not to disclose to third parties any of the Confidential Information, except that it may make the Confidential Information available to such of its employees or its consultant partners who have the need for such access, and 3D factory shall inform all such employees or partners of their obligations under this agreement.

#### **3. Limitations On The Obligation With Respect To Confidential Information**

3D Factory shall not be obligated to maintain any information in confidence or refrain from the use of such information, if:

- a) The information was in 3D Factory’s possession or was know to it prior to its receipt from the company.
- b) The information is independently developed by 3D Factory without the use of confidential information from the company.
- c) The information is or becomes public knowledge without the fault of 3D Factory.
- d) The information is or becomes rightfully available on a restricted basis to the company from a source other than the company, or,
- e) The information becomes available on an unrestricted basis to a third party by the company or from someone acting under its control.

This agreement shall be construed, interpreted and applied in accordance with the laws of the State of New York.

This document contains the entire agreement between the parties and supersedes any previous understandings, commitments or agreements oral or written pertaining to the subject matter of this Agreement. This Agreement shall not be modified or changed in any manner except in writing, and signed by both parties.

IN WITNESS THEREOF, the parties hereto have respectively caused the Agreement to be signed by their duly authorize representatives on the hereinabove set forth.

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_