

# Global Supply 360, LLC

## Nondisclosure and Confidentiality Agreement

This Nondisclosure and Confidentiality Agreement is by and between Global Supply 360 a Limited Liability Company with headquarters in Reno, Nevada USA ("GS360"), and Inventor ("INVENTOR"). Whereas, the parties intend to engage in substantive discussions regarding certain new and useful inventions; NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

INVENTOR claims sole rights to the information, and INVENTOR is willing to disclose the same, in consideration of the following covenants and agreements made by GS360: GS360 shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. GS360 shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that GS360 uses for its most crucial proprietary and trade secret information. Further, GS360 agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with INVENTOR. Additionally, any improvements made as a result of the disclosure shall be disclosed to INVENTOR, and, GS360 further agrees to assign such improvements to INVENTOR, and to execute any and all further documents as may be requested by INVENTOR to perfect the rights of INVENTOR to such information. The obligation of confidentiality shall not apply to any information which was already known to GS360 at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by INVENTOR, provided that the third party had authority to make such disclosure. The obligations of confidentiality will cease at such time when, the information becomes generally known through no fault of GS360, or upon voluntary disclosure of such information by INVENTOR to the public. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Nevada, without giving effect to the principles of conflicts of law thereof. Any dispute related to this Agreement shall be brought exclusively in the Courts of Washoe County, Nevada.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date below.

**GS360**

\_\_\_\_\_  
Loren Ouellette, General Manager  
Global Supply 360, LLC

**Effective Date:** \_\_\_\_\_

**INVENTOR: (sign, date and fax to 775.345.3282)**

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_