

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into by and between _____, a California corporation. (“_____”) having its principal place of business at _____ and Royal Imaging International. (“Shipper”) having its principal place of business at 8936 Comanche Avenue, California, 91311.

Recitals

WHEREAS _____ utilizes Shipper to drop ship _____’s merchandise and as a result Shipper has access to _____’s trade secrets and confidential information, including, but not limited to, the names and addresses of customers, merchandise ordered, pricing, buying habits, needs, and other confidential customer information;

WHEREAS Shipper desires to do business with _____ and to specifically drop ship merchandise for _____;

WHEREAS Shipper recognizes that in order to perform its duties as _____’s Drop shipper it will need and has access to _____’s trade secrets and confidential information;

WHEREAS _____ is willing to provide such confidential and proprietary information to shipper for its limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. **DEFINITIONS.** “Confidential Information” as used herein shall mean all customer information (in whatever format or medium) disclosed or made available by _____ to or discerned by Shipper, including but not limited to, the names and addresses of customers, merchandise ordered, pricing, buying habits, needs, and other customer information.

2. **ACKNOWLEDGEMENT.** Shipper acknowledges and agrees that the Confidential Information is the sole property and a valuable trade secret of _____, that any disclosure or unauthorized use thereof will result in irreparable harm and a presently undeterminable amount of loss to _____ and that therefore any breach of this Agreement will provide a basis, among other things, for the issuance of an immediate injunction and/or temporary restraining order barring disclosure or other use of the Confidential Information by Shipper.

3. **OBLIGATIONS OF SHIPPER.** In consideration of the disclosure to Shipper of the Confidential Information, Shipper agrees to treat, keep and protect the Confidential Information in strict confidence and to specifically undertake the following obligations with respect thereto:

- (a) to use the Confidential Information for the sole purpose of determining whether Shipper will provide services for and to _____;
- (b) not to reproduce, in whole or in part, the Confidential information by any process whether mechanical, electrical, electromagnetic, or otherwise;
- (c) not to disclose the Confidential information outside of Shipper's business;
- (d) to limit dissemination of the Confidential Information to only those of Shipper's officers, employees, agents and/or contractors who have specific need to know such information to perform the limited tasks set forth in subparagraph (a) above;
- (e) to take all steps necessary to ensure that Shipper's agents, employees, officers, directors, shareholders, members, partners and independent contractors understand that they are bound by this agreement; and
- (f) to return the Confidential information, including all copies and records thereof, in no matter what medium they are kept, including but not limited to, electronic and computer storage media, to _____ upon: (i) receipt of request therefore from _____, (ii) a decision by Shipper not to perform services for _____, or (iii) completion of the performance of services for _____ by Shipper, whichever occurs first.

4. PARTIES BOUND & SURVIVAL. This agreement shall bind Shipper's agents, employees, officers, directors, shareholders, members, partners and independent contractors and Shipper understands that it has joint several liability for the wrongful acts of its agents, employees, officers, directors, shareholders, members, partners and independent contractors. Further, the restrictions and obligations of Paragraph 3 of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Shipper, its successors, heirs and assigns.

5. NEGATION OF INTERESTS AND LICENSES. No Interests, rights or licenses, expressed or implied, are hereby granted to Shipper in and/or under any patents, copyrights or trade secrets of _____ as a result of or related to this Agreement.

6. ATTORNEY'S FEES. In the event of any legal action to enforce this Agreement, the party that prevails in such action will be entitled, in addition to any other relief granted, to recover from the other party all of the costs and expenses of such enforcement, including but not limited to, reasonable attorney's fees and expenses of expert witnesses and for enforcement of any judgment obtained.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous contracts, negotiations and understandings, moral or written. This agreement may only be modified by a writing signed by both parties.

8. GOVERNING LAW; VENUE OF ACTIONS. All aspects relating to the information, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party irrevocably consents to the personal jurisdiction and placement of venue in the state and federal courts located within the County of Los Angeles for the purposes of enforcing this Agreement, and agrees that such courts will exclusively constitute the permitted forums for resolving disputes under or in connection with this Agreement.

IN WITNESS WHEREOF the parties have hereto caused this Agreement to be executed by their duly authorized representatives. This agreement is executed this _____ day of _____, 20____.

Shipper: Royal Imaging International
a California corporation

By: _____

By: _____ (sign name)

_____ (print name)

_____ (insert title)
Authorized Signatory for Shipper