

NONDISCLOSURE AGREEMENT

The undersigned, _____ (hereinafter “Receiving Party”), has requested **Y Innovation, LLC** (hereinafter “Disclosing Party”), to reveal certain Confidential Information proprietary to Disclosing Party (hereinafter the “Confidential Information”) relating to _____ [INSERT DESCRIPTION OF NEW CONCEPT OR INVENTION] _____. Disclosing Party is willing to disclose to the Receiving Party such necessary Confidential Information provided that the Receiving Party preserves the confidential nature of the Confidential Information and uses it solely for purposes of this Agreement. Accordingly, and in consideration of the disclosure by Disclosing Party of the Confidential Information, Receiving Party agrees as follows:

1. “Confidential Information” as used in this Agreement shall mean all technical or business information, relating to this new invention or new product concept, disclosed by Disclosing Party, whether in oral or written form, to the Receiving Party pursuant to this Agreement that is identified by Disclosing Party at the time of disclosure or within thirty (30) days thereafter as being confidential and proprietary to Disclosing Party.
2. Receiving Party understands that the Confidential Information is revealed in strict confidence for the sole purpose of discussing a business proposal between the parties.
3. Confidential Information does not include information which (i) is or becomes available to the public through no fault of the Receiving Party, (ii) is or becomes available to the Receiving Party from a source other than Disclosing Party and without violation of any obligation of confidentiality which such a source may have, (iii) is already in Receiving Party’s possession without restriction as to disclosure, or (iv) is independently developed by Receiving Party without reference to the Confidential Information, as can be demonstrated by Receiving Party’s written records or other competent proof.
4. Specific aspects or details of the Confidential Information shall not be deemed to be within the public domain or in the possession of the Receiving Party merely because the Confidential Information is embraced by general disclosures in the public domain or in the possession of the Receiving Party. In addition, any combination of Confidential Information shall not be considered in the public domain or in the possession of the Receiving Party merely because individual elements thereof are in the public domain or in the possession of the Receiving Party unless the combination and its principles are in the public domain or in the possession of the Receiving Party.
5. In consideration of each and every disclosure of Confidential Information by Disclosing Party to the Receiving Party, the Receiving Party agrees on behalf of itself, its subsidiaries and any affiliates, and its employees and agents:
 - a. To treat as confidential and preserve the confidentiality of any and all Confidential Information disclosed by Disclosing Party to the Receiving Party;
 - b. To use any and all Confidential Information solely in connection with the purposes described in this Agreement;

- c. To make no disclosures of Confidential Information to any party other than officers and employees of the Receiving Party;
 - d. To limit disclosures of Confidential Information only to those officers and employees having a reasonable need for such Confidential Information and being bound by written obligation to the Receiving Party to maintain in confidence such Confidential Information;
 - e. To maintain in confidence any information regarding the nature and/or scope of any transaction between Disclosing Party and the Receiving Party, except to the extent such information must be disclosed pursuant to law, and then only after notifying Disclosing Party of such requirement.
6. The Receiving Party represents and warrants that it will utilize the Confidential Information in accordance with this Agreement and only disclose the Confidential Information to its affiliates, subsidiaries and employees solely on a pre-selected need-to-know basis as may be necessary for the purpose specified above and will not utilize all or any part of the Confidential Information in contradiction to this Agreement.
7. Any obligation imposed by paragraph 5 may be waived in writing by Disclosing Party as to particular Confidential Information and to a particular use and/or disclosure. Any such waiver shall apply to the particular waiver and shall not apply to any subsequent situation regardless of similarity. Waiver as to particular Confidential Information shall in no event constitute a waiver as to any other Confidential Information.
8. All Confidential Information shall remain the property of Disclosing Party. On request of Disclosing Party, the Receiving Party shall promptly return (and no later than ten business days after such request) to Disclosing Party or its designee, all Confidential Information including copies thereof, and destroy any notes, compilations, analyses or other materials which incorporate or refer to the Confidential Information.
9. The Receiving Party acknowledges and agrees that no right or licensee or other transfer under any patent, patent application, or know-how is granted to the Receiving Party or any other person by this Agreement or by any disclosure of any Confidential Information.
10. Inasmuch as any breach of this Agreement may result in immediate and irreparable injury (for which there is no adequate remedy at law) to Disclosing Party, Receiving Party agrees that Disclosing Party shall, upon discovering a breach or threatened breach of this Agreement, to be entitled to seek relief in the nature of an injunction or specific performance, in addition to any other remedies available to Disclosing Party. Such relief may be granted by any court of general jurisdiction in the State of Illinois or any other court having jurisdiction. Receiving Party further agrees that no failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. In the event that Receiving Party is at any time requested or required in a judicial, administrative, or similar proceeding (by oral questions, interrogatories, requests for information or documents, subpoena,

or similar process) to disclose any of the Confidential Information, Receiving Party agrees to provide Disclosing Party with prompt notice of such requests or requirements so that Disclosing Party may seek an appropriate protective order and/or waive Receiving Party's compliance with the provisions of this Agreement.

12. This Agreement may only be amended by a written instrument signed by the parties hereto. There are no understandings, agreements, or representations, expressed or implied, relating to the subject matter hereof, which are not set forth herein.
13. This Agreement shall insure to benefit the successors and assigns of Disclosing Party and shall be enforceable against and binding upon the successors and assigns of Receiving Party. This Agreement shall be governed by the laws of the [State of Illinois, U.S.A.](#), without giving effect to its conflict laws of provision. The parties consent to arbitration in [Cook County, Illinois, USA](#) for the resolution of any disputes arising under or related to this Agreement.
14. This Agreement will expire [twenty-four \(24\)](#) months from the date of signing.

Receiving Party

Print Company Name

Print Name and Title

Signature Date

[Y Innovation, LLC – Matthew Younkle, President](#)

Signature Date