



NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (“Agreement”), effective _____, 2014 (“Effective Date”), is made by and between Pace Technologies, a Arizona corporation, having principal places of business at 3601 E. 34th St., Tucson, AZ 85713 U.S.A. (“Pace Technologies”), and _____ a _____ corporation, having its principal place having its principal place of business at _____ (“Confidant”).

1. To further the business relationship between the parties and in consideration of their mutual promises, it is necessary and desirable that Pace Technologies may furnish Confidant with certain secret or proprietary information pertaining to _____ for the purpose of _____.

2. As used herein, “Confidential Information” shall mean any and all technical or business information which is:

(a) in whatever form or medium, including but not limited to, product/service, specifications, prototypes, computer programs, models, drawings, marketing plans, financial data, and personnel statistics, which are marked as confidential or proprietary by Pace Technologies; or

(b) disclosed orally or otherwise intangibly, and which Pace Technologies indicates at the time of disclosure to be confidential or proprietary and confirms in writing to Confidant within thirty (30) days after such disclosure that such information is also “Confidential Information”; or

(c) property of a third person furnished or disclosed by Pace Technologies, unless specifically indicated in writing to the contrary.

3. Confidant agrees:

(a) to hold Confidential Information in confidence for a period of five (5) years from the date of receipt unless otherwise agreed in writing;

(b) to use same solely for the purposes of this Agreement or by written permission of Pace Technologies;

(c) not to copy Confidential Information unless specifically authorized;

(d) to make requests for Confidential Information only as necessary for the purposes set forth in this Agreement; and

(e) to exercise the same degree of care used to restrict disclosure and use of its own information of like importance and in no event less than due care.

4. Confidant may disclose Confidential Information as necessary for the purposes of this Agreement to its officers, directors, employees, contractors, subcontractors, affiliates and vendors provided that prior to any such disclosure being made, the receiving party shall have agreed with Confidant in writing to use and protect the Confidential Information in accordance with the terms of this Agreement.

5. Confidant agrees that in the event permission is granted to copy Confidential Information, each such copy shall contain and state the same confidential or proprietary notices or legends, if any, which appear on the original.

6. Nothing in this Agreement shall be construed as granting to Confidant any right or license under any copyrights, inventions, trade secrets, or patents now or hereafter owned or controlled by Pace Technologies. Neither party shall use any trade name, service mark, or trademark of the other or refer to the other party in any promotional activity or materials without first obtaining the prior written consent of the other party.

7. Upon termination or expiration of this Agreement for any reason or upon request of Pace Technologies, all tangible embodiments of Confidential Information, together with any copies of same, shall be returned to Pace Technologies or certified in writing to be destroyed by Confidant.

8. The requirements of use and confidentiality set forth in this Agreement shall survive its termination or expiration and shall also survive after return of tangible embodiments of Confidential Information.

9. The obligation imposed in this Agreement shall not apply to any information that:

(a) is already in the possession of or is independently developed by Confidant; or

(b) becomes publicly available through no fault of Confidant; or

(c) is obtained by Confidant from a third person who is under no obligation of confidence to the party whose Confidential Information is disclosed; or

(d) must be disclosed by law or court order, provided Pace Technologies is given written notice before such disclosure.

10. Except for the obligations of use and confidentiality imposed in this Agreement, no obligation of any kind is assumed or implied against either party by virtue of the parties; meetings or conversations with respect to the Confidential Information

11. The parties expressly agree that any money, expenses or

loses expended or incurred by the parties in preparation for, or as a result of this Agreement or the parties' meeting and communications, is at each party's sole cost and expense provided, however, that notwithstanding anything to the contrary in this Agreement, neither party's rights shall be limited in law or equity to enforce the confidentiality and use obligations imposed in this Agreement.

12. Without the prior written consent of the other party, neither party shall disclose to any third person the existence or purpose of this Agreement, its terms or conditions, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law or court order and then only after first notifying in writing the other party of such required disclosure.

(a) export or re-export, directly or indirectly, any technical data (as defined by the U.S. Export Administration regulations) received under this Agreement to; or

(b) disclose such technical data for use in; or

(c) export or re-export, directly or indirectly, any direct product of such technical data to any destination to which such export or re-export is restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. Department of Commerce. This provision shall survive termination or cancellation of this Agreement.

14. PACE TECHNOLOGIES PROVIDES CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS AND MAKES NO WARRANTIES. Pace Technologies will not be liable for any damages arising out of use of Confidential Information. Disclosure of Confidential Information containing business plans is for planning purposes only. PACE Technologies may change or cancel its plans at any time. Use of Confidential Information is at Confidant's own risk.

15. The parties agree that a breach of the confidentiality obligations by Confidant will cause immediate and irreparable damage to Pace Technologies and shall entitle Pace Technologies to seek injunctive relief in addition to all other remedies.

16. Neither this Agreement nor any of its rights or obligations shall be assignable or otherwise transferable by either party, provided, that either party may assign or transfer this Agreement and rights hereunder to any current or future affiliates or successor company if such assignee agrees in writing to the terms and conditions of this Agreement.

17. This Agreement shall be construed in accordance with the laws of the State of Arizona, without giving effect to principles of conflict of law.

18. Any notice required or permitted shall be in writing and shall be deemed to be sufficiently given if delivered by hand or if sent by courier with a receipt requested or by registered air mail, postage prepaid, addressed to the addresses first set forth above or to such other address as may be furnished for such purpose. Such notice shall be deemed to have been given when delivered by hand or two (2) days after deposit with the courier or mail service.

19. This Agreement is the entire agreement between the parties with respect to its subject matter. No provision of this Agreement

shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Agreement supersedes all previous Agreement between the parties relating to its subject matter. Any future purported agreement between the parties as to this subject matter, executed during the term of this Agreement, shall have no force and effect, but shall be deemed to affirm this Agreement, unless explicitly provided to the contrary in a writing signed by both parties.

20. Pace Technologies does not wish to receive the confidential information of Confidant or any other person and Confidant acknowledges that any and all information provided by it to Pace Technologies is not confidential or proprietary; and that Pace Technologies has no obligation to hold the same in confidence and can copy, disclose, sell, or use such information without restriction or accounting to Confidant for any purpose; and that the tangible embodiment of any such information does not have to be returned to Confidant.

21. As further consideration for the receipt of the Confidential Information, Confidant agrees that any derivative work or other development or information made from, based on, or including the Confidential Information or any part thereof ("Derivative Information") shall be the sole and exclusive property of Pace Technologies and Confidant hereby assigns all rights, title, and interest (including without limits any copyrights or patents) in any and all Derivative Information to Pace Technologies, and further grants to Pace Technologies a perpetual, worldwide, paid up, nonexclusive, royalty free license in any and all trade secrets, copyrights, inventions, discoveries, or patents used by Confidant in the development of any Derivative Information.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

PACE TECHNOLOGIES

CONFIDANT

By: _____ .
(signature)

By: _____ .
(signature)

(print name)

(print name)

(title)

(title)

(date mm-dd-yr)

(date mm-dd-yr)