

Nondisclosure Agreement
Unsolicited inventions/ideas for New Products

This Nondisclosure Agreement (the "Agreement"), effective as of _____, (the "Effective Date"), is by and between Bradshaw International Inc, a Delaware corporation, having a place of business at 9409 Buffalo Ave, Rancho Cucamonga CA 91730 ("Bradshaw"), and _____, a _____ corporation, having a place of business at _____ ("Company").

The parties desire that Company provide Bradshaw with certain confidential, proprietary information for the purposes of Bradshaw evaluating the possibility that goods, services or other distribution arrangements might transpire between the parties ("Services"), as applicable, specifically with respect to intellectual property owned by the Company (the "Engagement").

Therefore, it is agreed as follows:

1. "Confidential Information" means non-public information provided to Bradshaw by or on behalf of Company that is either marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature.

Confidential Information shall not include information that:

- a. Is rightfully known to Bradshaw prior to its disclosure; or
 - b. Is released by Company to any other person or entity (including governmental agencies) without restriction; or
 - c. Is independently developed by Bradshaw without use of or reliance on Confidential Information; or
 - d. Is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by Bradshaw from a non-party.
2. Bradshaw will give strong preference to idea submissions for which intellectual property rights have been granted by the U.S. Patent and Trademark Office. Bradshaw may, at its sole discretion, consider other submissions for which patent and/or trademark protection have not been granted. In such an instance, Bradshaw's initial review of such submission shall be conducted by a single designated person. In the event Bradshaw determines that an idea submission conflicts with a prior existing Bradshaw project, Bradshaw will as promptly as possible, but at least within thirty (30) days, return all submission materials to the Company. The parties acknowledge that while the other provisions of this Agreement, including but not limited to the treatment of confidential information, remain in effect after the return of idea submission materials to the Company, Bradshaw may proceed to continue development of such prior existing project, the Company's idea submission notwithstanding.
 3. Bradshaw may disclose Confidential Information in furtherance of this Agreement and: (i) as requested or directed by Company, or (ii) as necessary to perform the Services in this Agreement, or (iii) to its subsidiaries or the domestic or foreign member firms and other parties that Bradshaw engages to assist with its business operations, and/or for internal, administrative and/or regulatory compliance purposes.
 4. Notwithstanding anything to the contrary in this Agreement, Bradshaw may disclose Confidential Information as may be required by applicable law, statute, rule or regulation (including any court order, subpoena or other similar form of process), or by professional standards. In such instance, Bradshaw shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide

the Company with prior written notice thereof so that Company may object to the request and/or seek an appropriate protective order.

5. This Agreement shall be governed and construed pursuant to the laws of California, without giving effect to any conflict-of-law provisions that would require the laws of another jurisdiction to apply.
6. Bradshaw's confidentiality obligations under this Agreement will terminate the earlier of: (i) two (2) years from the date set forth below and (ii) the execution by the parties of a definitive agreement for the Services.
7. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.
8. If any provision of this Agreement is found to be unenforceable or invalid, the remainder of such provision shall be enforced to the maximum extent permitted by law.
9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a pdf, jpeg, or similar file type to an email.
10. This Agreement represents the entire agreement between the parties with regard to the subject matter hereof, and supersedes any prior understandings, proposals or agreements concerning the subject matter hereof. Any changes to this Agreement must be agreed in writing.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

Bradshaw International Inc:

By: _____

Name: _____

Title: _____

Company:

By: _____

Name: _____

Title: _____