



BARE BOULDER DESIGN NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into on (enter date) [] by, and (enter name) [] representing (compnay name) [] (Disclosing Party adress) [] and Bare Boulder Design Company (Receiving Party), located at 409 S Public RD Unit C Lafayette, Colorado 80026

This agreement is entered into pursuant to product development, design, prototyping and manufacturing. Recipient shall be acting as estimate for production, advisor for design and material, cost estimates.

Throughout the duration of this agreement, Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore in consideration of the mutual promises and covenants, contained within this agreement and other good and valuable consideration, the receipt and sufficiency, which is hereby acknowledged, both parties hereto agree as follows:

Confidential Agreement:

For all intents and purposes of this Agreement, "confidential information" shall mean and include any data or information that is deemed proprietary by the Disclosing Party, and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to (i) marketing plans, strategies, financial information or projections, operations, sales quotes or estimates, performance results which may be related to past, present or future business activities of said parties, its subsidiaries and affiliated companies. (ii) plans for products and services and customer or supplier lists; (iii) scientific, technical or data information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, knowledge, works-in-progress designs, development tools, specifications, computer software, source code, object code, flowcharts, databases, inventions, information and trade secrets, trademarks and copyrights and; (v) any other information that should reasonably be recognized as confidential by Disclosing Party. Confidential information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party and, as such, the Disclosing Party regards all its Confidential Information as trade secrets.

Confidential Information Disclosure:

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to (i) limit the disclosure of any Confidential Information, belonging to the Disclosing Party, to the Receiving Party's directors, officers, employees, agents or representatives, (collectively, hereto referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship, between the parties to which this Agreement relates, and only for that purpose (ii) advise its Representatives of its proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep Confidential Information confidential (iii) shall keep the Confidential Information confidential by exercising a reasonable degree of care but not less than the degree of care the Receiving Party would exercise in safeguarding their own confidential information. And (iv) not disclose any confidential information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach in this Agreement by any of their respective Representatives.

Warranty:

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT, WHATSOEVER. The parties acknowledge that, although they shall endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of an evaluation of a Transaction the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party, hereto, shall have any liability to the other party or the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of Confidential Information in violation of this Agreement.

[]
[]

Date

Signatures

[]
[]

Authorized Representative,
Bare Boulder Design Compnay