

**Jentay Group, LLC**  
**NON DISCLOSURE AGREEMENT**

This Non Disclosure Agreement ("**Agreement**") is made effective as of \_\_\_\_\_ ("**Effective Date**"), by and between Jentay Group, LLC ("**Jentay**"), having address for notice purpose of 10940 SW Barnes Rd, Suite #153, Portland, Oregon 97225, and \_\_\_\_\_ ("**Recipient**"), of \_\_\_\_\_.

Jentay desires to establish a business relationship with recipient in order to request quotation(s) and/or conduct business transaction(s) with Recipient. In the course of this business relationship, Jentay may need to disclose certain data and information considered confidential or proprietary by Jentay or its customers. Therefore, the parties agree as follows.

**I. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION (“Confidential Information”)** means any information or material noted or marked as proprietary or confidential by either Jentay or one of Jentay’s customers, any documents forwarded directly to Recipient from Jentay’s customers on Jentay’s behalf, and any non-marked information as outlined below.

- A. Confidential Information** includes, without limitation, data in writing, orally, visually, or in the form of software, samples, pictures, models, drawings, recordings, or other tangible items which contain or manifest in any form Confidential Information. Confidential Information includes verbal or written information not specifically noted and marked as proprietary such as (but not limited to): business plans, financial reports, forecast models, pricing models, pricing data, acquisition strategy, client lists, sales performance data or internal business climate conditions.
  
- B. "Confidential Information"** does not include:
  - 1) Data and information which was in the public domain prior to Recipients receipt of the information, or which subsequently becomes part of the public domain by publication or otherwise, except by the Recipient’s act or omission.
  - 2) Data and information which Recipient can demonstrate, through written records kept in the ordinary course of business, was in its possession without restriction on use or disclosure, prior to its receipt of the same hereunder and was not acquired directly or indirectly from Jentay under an obligation of confidentiality which is still in force.
  - 3) Technology and/or information developed by Recipient without access to or reliance upon the Confidential Information as demonstrated by written records kept in the ordinary course of business.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Jentay by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Jentay which provides Jentay with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- A. No Disclosure.** The Recipient will not disclose Confidential Information to any parent, subsidiary, affiliate, subcontractor, consultant, agent or other third party without the prior written consent of Jentay.
- B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of Jentay.
- C. Unauthorized Use.** The Recipient shall promptly advise Jentay if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- D. Application to Employees.** The Recipient shall not limit access to the Confidential Information to Recipient employees having a strict need to know and shall advise such employees of their obligation of confidentiality as provided herein. Recipient shall require each such employee to retain in confidence the Confidential Information pursuant to a written non-disclosure agreement between recipient and such employee.

**III. ITAR PROVISIONS.** Jentay's documentation and facilities contain both information and equipment that is export restricted and may only be accessed by legal Citizens and Permanent Residents of the United States of America. These items contain applicable ITAR markings, which, by signing this form, you acknowledge. Significant criminal penalties apply if you export information that is ITAR-controlled.

- A. Restrictions.** By signing this Agreement, Recipient certifies that they will not knowingly export, directly or indirectly, and United States origin technical data, software, or other Confidential Information acquired from Jentay, or any direct product of that technical data, to any restricted country listed below for which the United States government or any agency thereof at the time of the export requires an export license or other government approval, without first obtaining such a license or approval, when required by applicable United States law.
- B. Restricted Countries.** The following are currently considered restricted countries by the United States government. This list may be updated from time to time by the United States government, and, by signing this Agreement, Recipient agrees to comply with the current list as established by the United States government or controlling agency thereof: Afghanistan, Angola, Belarus, Burma, China (PRC), Cyprus, Cuba, Haiti, Iran, Iraq, Liberia, Libya, Nigeria, North Korea, Rwanda, Somalia, Sudan, Syria, Vietnam, Yemen, Zimbabwe.

**IV. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Jentay shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. Jentay shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of Jentay, the Recipient shall return to Jentay all written materials containing the Confidential Information. The Recipient shall also deliver to Jentay written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. JENTAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL JENTAY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Jentay does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between Jentay and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Jentay, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys fees, costs and expenses to the extent that such claims directly arise from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement. In no event shall either Party be liable for indirect, incidental, special, consequential, punitive or exemplary damages, including, without limitation, loss of income, revenue, profits or opportunities, arising out of or relating to this Agreement or Confidential Information.

**X. ATTORNEY FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

**XI. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Proprietary Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Oregon. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

**IN WITNESS WHEREOF**, this Non Disclosure Agreement by and between Jentay Group, LLC and Recipient has been executed and delivered in the manner prescribed by law as of the date first written above.

**JENTAY:**  
Jentay Group, LLC

By: \_\_\_\_\_

Address for notifications:

**RECIPIENT:**

By: \_\_\_\_\_

Address: