

## Non-Disclosure Agreement

The undersigned hereby agree that information transmitted or otherwise disclosed by \_\_\_\_\_ (INVENTOR) residing at \_\_\_\_\_ which relates to \_\_\_\_\_ (IDEA) to McLellan Engineering, Inc (MEI), a Nevada Corporation, for the purpose of exploring MEI product development services, including information relating to inventions, patent, trademark and copyright applications, improvements, specifications, drawings, cost and pricing data, pictures, ideas, customer lists, and/or any other written material referring to same (Confidential Information), shall be retained in confidence by MEI pursuant to the following terms and conditions:

1. MEI agrees to maintain in confidence any such Confidential Information disclosed by the INVENTOR relating to the above-described IDEA that was not previously known to MEI or to the general public, or that was not in the public domain prior to such disclosure.
2. Such Confidential Information shall be maintained in confidence by MEI unless or until: (a) it shall have been made public by an act or omission of a party other than MEI; (b) MEI receives such Confidential Information from an unrelated third party on a non-confidential basis; or (c) the passage of five (5) years from the date of disclosure, whichever shall first occur.
3. Upon request., MEI agrees to promptly return to INVENTOR any other materials obtained from or through the INVENTOR, including all memoranda, drawings, patent, trademark and copyright applications, specifications and process or flow diagrams.

MEI and INVENTOR indicate acceptance of this agreement by signing below.

\_\_\_\_\_  
Name/Title

McLellan Engineering, Inc.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date