



**ACA WSO, INC.  
CONFIDENTIALITY AND  
NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT, made as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, located in \_\_\_\_\_, (hereinafter referred to as the "COMPANY"), and ACA WSO, Inc., located in Signal Hill, California, USA, (hereinafter referred to as the "ORIGINATOR").

WHEREAS, THE ORIGINATOR has developed a product, the description of which is attached hereto as Exhibit A (hereinafter referred to as the "ITEM"); and

WHEREAS, COMPANY desires to receive from the ORIGINATOR a disclosure of said ITEM; and

WHEREAS, the ORIGINATOR is willing to make disclosures of the ITEM to COMPANY for the purpose of permitting COMPANY to use said ITEM.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

(1) The ORIGINATOR agrees to disclose the ITEM and information pertaining to it to COMPANY for the purpose of enabling COMPANY to use said ITEM. All such disclosures shall be treated as confidential and trade secrets of the ORIGINATOR by COMPANY, provided the ORIGINATOR has a proprietary interest in the ITEM, it constitutes a trade secret and it is not otherwise in the public domain.

(2) Subject to the provisions of paragraph (1) hereof, COMPANY shall maintain the disclosures of the ITEM in confidence and shall not disclose said ITEM to anyone else, nor shall it use said disclosures for its benefit or for the benefit of others without the prior written consent of the ORIGINATOR, except as set forth herein, and provided, however, that COMPANY may take such disclosures to its employees or other third parties if such disclosures are necessary and required in the sole opinion of COMPANY for the proper use of the ITEM.

(3) Upon the written request of the ORIGINATOR, COMPANY shall deliver to the ORIGINATOR the documents and materials in its possession concerning the ITEM, including, but not limited to, all documents and materials furnished to COMPANY by the ORIGINATOR.

(4) The ORIGINATOR hereby acknowledges that the submission of the ITEM to and acceptance of the ITEM by COMPANY does not give rise to any type of agreement between the parties

concerning the ITEM except as specifically set forth herein, or as may accrue under a subsequent written agreement.

(5) The restrictions contained in paragraphs 1 and 2 hereof, shall further not apply to any information which is already known to or used by COMPANY, which is public information, which is described in a publication or patent of another, which has been acquired by legitimate means from a source other than the ORIGINATOR, or which is independently developed by or on behalf of COMPANY (all of the foregoing applying both prior to the submission of the ITEM during its consideration, and subsequent to the submission).

(6) All the conditions contained herein apply as well to any other information, which the ORIGINATOR may provide to COMPANY pertaining to the disclosure of the ITEM.

(7) As used herein, COMPANY shall also pertain to any of its subsidiaries, affiliates, related, and controlled corporations

(8) The agreement shall be interpreted in accordance with the laws of the State of Massachusetts.

IN WITNESS *WHEREOF*, the parties hereto have caused this Agreement to be signed as of the date indicated at the beginning of this Agreement.

COMPANY:

BY: \_\_\_\_\_  
(Signature)

Company: \_\_\_\_\_  
(Printed Name)

ORIGINATOR:

BY: ACA WSO, INC.

EXHIBIT A: All ACA WSO literature in all formats, including, but not exclusive to print and digital materials.