



# CONFIDENTIALITY AGREEMENT

In order to protect certain proprietary, Confidential Information which may be disclosed between them, ImageTag, Inc. ("ImageTag") and the "Other Party" identified below agree that:

1. The "Effective Date" of this Agreement is \_\_\_\_\_, 201\_.
2. The ImageTag, Inc. Confidential Information to be disclosed under this Agreement relates specifically to:  
**ImageTag's document inventory products: a document indexing / viewing system and computer software programs and pre-printed labels, and hardware, accessories and consumables; and business strategies and plans directly related to these products; ImageTag's financial information.**  
For any such Confidential Information disclosed pursuant to this Paragraph 2, "Discloser" is ImageTag and the "Recipient" is the Other Party.
3. (Complete only if the Other Party's confidential information is to be disclosed under this Agreement) The Other Party's Confidential Information to be disclosed under this Agreement relates specifically to:

For any such Confidential Information disclosed pursuant to this Paragraph 3, the "Discloser" is the Other Party and the "Recipient" is ImageTag, Inc.

4. Each party agrees to designate a representative, identified below, for administering the disclosure and/or receipt of Confidential Information hereunder

\_\_\_\_\_  
(ImageTag)

\_\_\_\_\_  
(Other Party)

5. This Agreement covers any and all Confidential Information disclosed during the term of this Agreement or for a period of 3 years after the Effective Date, whichever is longer.
6. A Recipient's obligations regarding non-disclosure of any Confidential Information received under this Agreement shall survive any termination of this Agreement.
7. A Recipient shall hold in strict confidence and protect any Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect Its own Confidential Information of a like nature.
8. A Recipient shall be obligated to protect only such Confidential Information disclosed under this Agreement as is: (a) disclosed in tangible form clearly labeled as confidential at the time of disclosure; (b) disclosed in non-tangible form identified as confidential upon disclosure; or (c) reasonably discernable by the Recipient to be Confidential Information by the nature or content of the disclosure.
9. This Agreement imposes no obligation upon a Recipient with respect to any Confidential Information disclosed under this Agreement which: (a) was in the Recipient's possession before receipt from the Discloser; or (b) is or becomes a matter of public knowledge through no fault of the Recipient; or (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is independently developed by the Recipient; or (e) is disclosed under operation of law after prior notice to Discloser; or (f) is disclosed by Recipient with the Discloser's prior written approval.
10. Neither party acquires any intellectual property rights under this Agreement; no obligation of any kind is assumed or implied against either party except for those stated herein; neither party has an obligation under this Agreement to purchase any service or item from the other party, or to deal exclusively with the other party in any field; and neither party has an obligation under this Agreement to offer for sale products using or incorporating Confidential Information disclosed hereunder. The Discloser may, at its sole discretion, offer such products for sale and may modify them or discontinue sale at any time.
11. A Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the Disclosure or the direct products of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
13. Other Party shall, within 10 working days of ImageTag's request, return to ImageTag all documents and other tangible items, and all copies thereof, referencing ImageTag's Confidential Information. Company shall certify in writing as to the return or destruction of all Confidential Information.
14. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement is made under and shall be construed according to the laws of the State of Arizona, and the courts of Arizona shall have exclusive jurisdiction out of any claims arising out of this Agreement.

<b>ImageTag, Inc., 1400 East Southern Ave #800 Tempe, AZ 85282</b> <b>Fax: 480-491-2491 Phone: 480-753-9300</b>	Other Party:
Authorized Signature:	Authorized Signature:
Printed Name and Title:	Printed Name and Title: