

Pro-FICIENT LLC

NON-DISCLOSURE AGREEMENT

Agreement made this ____ day of _____, 20__ by and between Pro-Ficient LLC, and _____ (Assignor).

1. Pro-Ficient LLC shall not divulge to any person, firm or firms, corporation or corporations, any information having to do with the business of Assignor that shall come to the knowledge of Pro-Ficient LLC by reason of this Agreement and the relationship of Pro-Ficient LLC and Assignor created by this Agreement, during the term of this Agreement and for one (1) year after the termination of this Agreement. This agreement includes documents and drawings supplied by Assignor, and any information obtained during discussions with Assignor personnel. The undersigned further agree that they will not disclose this information to third parties, including other employees of Pro-Ficient LLC, not involved in Assignor applications.
2. In the event of the termination of this Agreement, whether voluntary or involuntary, Pro-Ficient LLC agrees that Pro-Ficient LLC will not, for a period of one (1) year from the effective date of termination, engage in the manufacture, sale or distribution of product similar to Product in the state of Minnesota.
3. In the event of any dispute between Assignor and Pro-Ficient LLC arising under or pursuant to the terms of this Agreement, the same shall be settled only by Arbitration in the State of Minnesota under the then pertaining rules and regulations of the American Arbitration Association. The determination of the arbitrators shall be final and binding upon the parties and may be enforced in any court of appropriate jurisdiction.
4. It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.
5. This Agreement shall be construed in accordance with and governed by the Laws of Minnesota.
6. If any provision of this Agreement shall be determined, by a Court having jurisdiction, to be invalid, or illegal or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal or unenforceable provision were not originally a part of this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused the Agreement to be executed as of the date first above written.

Assignor

authorized representative

(title)

(date)

Pro-Ficient LLC

authorized representative

President
(title)

(date)