

NON-DISCLOSURE/NON-COMPETE AGREEMENT

This Agreement is made as of the ___ day of _____, 20___, by and between: **AOS MANAGEMENT, LLC**, a Utah limited liability company ("**Disclosee**") located at 422 North 300 East, Providence, Utah 84332 and _____ ("**Inventor**") located at _____.

This Agreement shall govern the conditions of disclosure by Inventor to Disclosee of certain "Confidential Information" including but not limited to prototypes, drawings, data, trade secrets and intellectual property relating to the invention named _____
_____ invented by Inventor.

With regard to the Confidential Information, Disclosee hereby agrees:

1. Not to use the Confidential Information except for the purpose of evaluating its interest in entering a business relationship with Inventor, based on the invention.
2. To safeguard the Confidential Information against disclosure to others with the same degree of care as exercised with his or its own information of a similar nature.
3. Without the express written permission of Inventor, not to disclose the Confidential Information to others except where:
 - a. the Disclosee can demonstrate by written records the Confidential Information, or such portion thereof, was previously known;
 - b. the Confidential Information, or such portion thereof, is now, or becomes in the future, public knowledge other than through acts or omissions of Disclosee;
 - c. the Confidential Information, or such portion thereof, was lawfully obtained by Disclosee from sources independent of Inventor;
4. Except as may otherwise be provided in any future written agreement entered into by and between Disclosee and the Inventor, Disclosee shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the Confidential Information.
5. That the secrecy obligations of Disclosee with respect to the Confidential Information shall continue for a period ending 3 years from the date hereof.

Inventor will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto have executed this Agreement as of the day and year first above written.

DISCLOSEE: _____ INVENTOR: _____

By: _____ By: _____

Title: _____ Title: _____