

## **Confidentiality Agreement - U.S.**

### **For Reynos - (Reynos Discloses)**

This **Confidentiality Agreement** (the "Agreement") is entered into and is effective as of January 1, 2003 (the "Effective Date") by and between **Reynos, P. O. Box 473366, Aurora, Colorado 80047 ("Reynos")** and \_\_\_\_\_ (**"Recipient"**).

#### **1. Definition Of Confidential Information.**

Recipient agrees that information disclosed by Reynos to Recipient regarding **Benefits Based On Performance and Triphewent.com** and other information, including but not limited to information learned by Recipient from Reynos, agents or through inspection of Reynos's property, that relates to Reynos's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Reynos, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Reynos will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that: (1) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Reynos; (3) is independently developed by Recipient without the use of any Confidential Information; or (4) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

#### **2. Non-disclosure And Non-use Of Confidential Information**

Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient agrees to accept Confidential Information for the sole purpose of evaluation in connection with Recipient's business discussions with Reynos. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Reynos in each instance.

#### **3. No License to Confidential Information.**

All Confidential Information remains the property of Reynos and no license or other rights in the Confidential Information is granted or implied hereby. Recipient will not file any copyright registrations, patent applications or similar registrations of ownership on the Confidential Information. In the event Recipient does so in violation of this Agreement, Recipient will assign to Reynos such registrations and applications. Subject to Recipient's patents and copyrights, Reynos is free to use and incorporate in Reynos products any ideas, suggestions, or recommendations provided by Recipient, without payment of royalties or other consideration to Recipient.

**4. No Warranty.**

All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.

**5. Return Of Documents.**

Within ten business days of receipt of Reynos's written request, and at Reynos's option, Recipient will either return to Reynos all tangible Confidential information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, or will provide Reynos with written certification that all such tangible Confidential Information has been destroyed.

**6. Equitable Relief**

Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Reynos that may be difficult to ascertain. Accordingly, Recipient agrees to pay Reynos a lump sum of no less than \$25,000 without regard to and in addition to any judgment(s) as a result of legal action taken by Reynos. In the event of legal action taken by Reynos, Recipient agrees to pay all legal costs incurred by Reynos. Recipient agrees that Reynos will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

**7. No Export**

Recipient certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder.

**8. Entire Agreement And Governing Law.**

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, excluding that body of Colorado law concerning conflicts of law.

Understood and Agreed to by the duly authorized representatives of the parties:

**Reynos, Inc.**

**Recipient**

**Trip Reynolds**

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Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

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Phone

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Fax

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Email

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By (Signature)

Date

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By (Signature)

Date