

**Nondisclosure Agreement**

1. This Agreement is made on \_\_\_\_\_ between H&A Systems Engineering ("Consultant"), P.O. Box 2875, El Segundo, CA 90245 and \_\_\_\_\_ ("Client"), \_\_\_\_\_.
2. This purpose of this Agreement is to protect Proprietary Information disclosed for the purpose of \_\_\_\_\_.
3. Each party to this Agreement agrees to protect all of the other party's Proprietary Information coming to the party's attention, and not to disclose it to any third party for 3 years from the date of the agreement. The party's agree to maintain the Proprietary Information in confidence and to treat the Proprietary Information with at least the same degree of care and safeguards that are taken with the Consultant's and Client's own Proprietary Information. Proprietary Information shall not be deemed to include information that:
  - (a) is in or becomes in the public domain without violation of this Agreement; or
  - (b) is already in the possession of one party, as evidenced by written documents, prior to the disclosure thereof by the other party; or
  - (c) is rightfully received from a third entity having no obligation to the Client or Consultant and without violation of this Agreement by either party.

In Witness Whereof, Consultant and Client have caused this Agreement to be signed by their respective duly authorized officers as of the day and year above written.

For Consultant:

KP Haggerty, Principal Systems Engineer  
H&A Systems Engineering  
P.O. Box 2875, El Segundo, CA 90245

\_\_\_\_\_

For Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_