



BOOMTASTIC RACING

Nondisclosure Agreement for Business Negotiations

This agreement between _____ (herein referred to as the "Disclosing Party") and Boomtastic Racing (herein referred to as the "Receiving Party") is effective _____. It is entered into to prevent the unauthorized disclosure of Confidential Information (as defined below) of Disclosing Party which may be disclosed to Receiving Party for the purpose of pursuing or establishing a business relationship or negotiating a contract between the parties. Accordingly, the parties agree as follows:

1. Confidential Information

Disclosing Party's confidential proprietary trade secret information ("Confidential Information") consists of information and materials that are valuable and not generally known by Disclosing Party's competitors. Confidential Information includes:

- Any and all information concerning Disclosing Party's current, future or proposed products, including, but not limited to, formulas, designs, devices, computer code, drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
- Information and materials relating to Disclosing Party's purchasing, accounting and marketing, including, but not limited to, marketing plans, sales data, business methods, unpublished promotional material, cost and pricing information and customer lists.
- Information of the type described above which Disclosing Party obtained from another party and which Disclosing Party treats as confidential, whether or not owned or developed by Disclosing Party.
- Other:

2. Nondisclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party's prior written consent, Receiving Party will not:

- (a) disclose Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Confidential Information; or
- (c) make any commercial use of Confidential Information.

Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to nondisclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party's behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party.

Receiving Party will advise each officer, director or employee to whom it provides access to any Confidential Information that they are prohibited from using it or disclosing it to others without Disclosing Party's prior written consent.

In addition, without prior written consent of Disclosing Party, Receiving Party shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction or the status of such discussions or negotiations.

3. Return of Materials

Upon Disclosing Party's request, Receiving Party shall within 30 days return all original materials provided by Disclosing Party and any copies, notes or other documents in Receiving Party's possession pertaining to Confidential Information.

4. Exclusions

This agreement does not apply to any information that:

- (a) was in Receiving Party's possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party;
- (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party;
- (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5. Term

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until _____ or until whichever of the following occurs first:

- (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or
- (b) Confidential Information disclosed under this Agreement ceases to be a trade secret.

6. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party.

7. Warranty

Disclosing Party warrants that it has the right to make the disclosures under this Agreement.

8. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.

(f) Indemnity: Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of Alabama.

(i) Jurisdiction: The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Limestone County in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

(j) Successors & Assigns: This Agreement shall bind each party's heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. Such consent shall not be unreasonably withheld. Any assignment or transfer in violation of this section shall be void.

Disclosing Party:

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

Receiving Party:

Signature: _____

Typed or Printed Name: Eric Schneck

Title: Owner, Boomtastic Racing

Date: _____