



## **Please Read-me First**

Thank you for your interest in our M.O.S.T. Cards and Toolz Kit. Many applications of Microprocessor cards are used in a secured environment and or for storing value. We feel it is in the best interest of our customers and card issuers to restrict information regarding the commands and details of our cards to individuals with a need to know. In this spirit, we ask that you review and sign the attached Confidentiality Agreement as is. Upon receipt of this Agreement (faxed copy or mail is acceptable), the M.O.S.T. Toolz Kit with detail specifications will be shipped to you promptly. We thank you for your ongoing cooperation.

Page 1 of this pdf is the Read-me

Page 2 is a courtesy Fax Cover sheet

Page 3 is the M.O.S.T. NDA



**RETURNING: M.O.S.T. Confidentiality Agreement**

<b>ATTENTION: CardLogix Sales Group</b> 16 Hughes, Suite 100 Irvine, California 92618 www.cardlogix.com	<b>DATE:</b>
<b>C/O:</b>	<b>TIME:</b>
<b>TEL: 949-380-1312</b>	<b>FAX: 949-380-1428</b>
<i>SENDER' s INFO</i>	
<b>FROM (Company &amp; Individual) :</b>	<b>E-MAIL:</b>
<b>PHONE:</b>  <b>FAX:</b>	<b>WEB:</b>
<b>Total Pages Including Cover Sheet:</b>	

*If you have placed an order for Smart and M.O.S.T. Toolz please check here*



**Agreement Not to Disclose (M.O.S.T. CONFIDENTIALITY AGREEMENT)**

In order to increase security and protect confidential and proprietary information, \_\_\_\_\_ (hereinafter known as "you") as a representative of \_\_\_\_\_ (hereinafter known as your "Company") or as an individual, agree to restrict disclosure of Confidential information received under this Agreement only to persons within your organization, (a) who have a "need to know", and (b) who have been advised of the obligation of confidentiality regarding the technical specifications of the CardLogix Corp. Microprocessor Operating System Technology (M.O.S.T.). Confidential Information shall include information marked as "Confidential" at the time of disclosure. This information includes, but is not limited to specifications relating to the M.O.S.T. Card data sheets, software commands, trade secrets, scientific or technical data, proprietary know-how, original designs and sample Software card, plans, markets, customers, materials, requirements and sources, suppliers, contracts, means methods and processes of manufacture and assembly.

Confidentiality and Disclosure Period. This Agreement and your duty to hold Confidential Information in confidence expire five (5) years after the time the Confidential Information is disclosed.

Standard of Care. You shall use the same degree of care to avoid unauthorized use and unauthorized disclosure of CardLogix' Confidential Information as you employ with your own confidential and proprietary information of a like nature, but not less than a reasonable degree of care.

Warranty. CardLogix warrants INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

Miscellaneous. CardLogix retains the right, intellectual property rights and/or licenses to all confidential information disclosed by it under this agreement. Any attempted assignment of this Agreement without CardLogix' prior written consent, shall be considered a breach of this agreement by you. This Agreement is made under and shall be construed according to the laws of the State of California, U.S.A., excluding its conflict of laws provisions. You agree that any legal remedy for monetary damages alone for breach of this Agreement would be inadequate and in addition to any other remedies available.

If either CardLogix or You shall commence any action or proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the trier of the fact) shall be entitled to recover from the non-prevailing party its costs of suit and actual attorney's fees reasonably incurred, including without limitation all costs of appeal and collection of any judgment.

The companies hereby irrevocably submit generally and unconditionally to the jurisdiction of any California state court, or any United States federal court, sitting in Orange County, California over any suit, action or proceeding arising out of or relating to this Agreement and hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in such courts may be made personally or by certified or registered mail, return receipt requested, directed to each party at its address set forth below or at a subsequent address of which either party notifies the other party in writing, and service made by mail shall be complete five (5) days after the same shall have been so mailed. At the conclusion of the aforementioned discussions between CardLogix and You, the foregoing restrictions shall nonetheless continue and remain in effect for the period set forth above, and the Recipient shall return to the Discloser all copies or other evidence of Confidential Information then held by either Recipient or its representatives, or shall certify to the Discloser's satisfaction that all such copies have been destroyed, and neither the Recipient nor its representatives will retain any of the Confidential Information in its or their possession or control.

This Agreement is the entire agreement regarding the CardLogix Corp. Microprocessor Operating System Technology (M.O.S.T.) chip based Cards and development tools.

Your Name (Please Sign): \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, ST Zip: \_\_\_\_\_

Country: \_\_\_\_\_

DOCUMENT REFERENCE # _____
EFFECTIVE DATE: _____
CARDLOGIX SIGNATURE _____