

NON-DISCLOSURE/NON-COMPETE AGREEMENT

This agreement is made as of the _____ day of _____, 20____, by and between:

KOSHER INNOVATIONS and _____ (THE INVENTOR(S))

4515 Chesswood Drive Unit M name (s)

Toronto, Ontario, Canada M3J 2V6 _____

e-mail: headoffice@kosherlamp.com address

Fax: 416-638-8484

telephone

fax

Phone: 416-638-9111

e-mail

This Agreement shall govern the conditions of disclosure by THE INVENTOR(S) to KOSHER INNOVATIONS of certain "Confidential Information" including but not limited to prototypes, drawings, data, trade secrets and intellectual property relating to the invention currently named _____ invented by THE INVENTOR(S).

The INVENTOR certifies that this invention is the INVENTOR'S original idea and is not an existing product.

Write a brief description of its function or purpose: (ie: KosherLamp is a light that can be adjusted on Shabbos)

With regard to the Confidential Information, KOSHER INNOVATIONS hereby agrees:

1. Not to use the information therein except for evaluating its interest in entering a business relationship with THE INVENTOR(S), based on the invention.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of THE INVENTOR(S), except
 - a. that which KOSHER INNOVATIONS can demonstrate was previously known;
 - b. that which are now, or become in the future, public knowledge;
 - c. that which are lawfully obtained by KOSHER INNOVATIONS from sources independent of THE INVENTOR(S);
4. That KOSHER INNOVATIONS 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 information, except as may be expressly agreed to in writing by THE INVENTOR(S).
5. That the secrecy obligations of KOSHER INNOVATIONS with respect to the information shall continue for a period ending 2 years from the date hereof.
6. If patent is achievable, it will be in the name of THE INVENTOR but will be for the benefit of THE INVENTOR and KOSHER INNOVATIONS.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the day and year first above written. It is agreed that any disagreements will be resolved by Beis Din Kollel Avriechim Toronto under the auspices of HaRav Shlomo Miller shlita.

KOSHER INNOVATIONS

THE INVENTOR(S).

By: _____ Date: _____

By: _____ Date: _____

Signature: _____

Signature: _____