

ONE WAY CONFIDENTIALITY AGREEMENT

This Agreement is made by and between _____ and Balance Product Development, Inc.

This Agreement is entered into between the parties for the purpose of exchanging certain information or capabilities. Towards that end, _____ may disclose to Balance certain information regarding its products, business prospects and manufacturing know-how, and it is acknowledged by Balance that such information would otherwise be unobtainable by Balance.

In consideration for the promises herein, the parties agree as follows:

1. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information including secret or proprietary information, methods, processes, apparatus, types of equipment and formulae, whether or not they are related to existing products and services or capabilities or relationships of each of the parties, and further shall include information concerning research and development, manufacturing, pricing, computer information, purchasing, engineering, marketing, merchandising, selling, customer lists, customer contracts and business opportunities.
2. Balance agrees that it will hold in strict confidence and not make use of, disseminate, or in any way disclose to any person, firm or corporation any Confidential Information of _____ and/or its client or clients supplied to or obtained by it in writing, orally or by observation in connection with any negotiations, investigations or inspection
3. Balance when requested by _____, shall deliver to _____ any and all documents, records, notebooks, and similar registers of or containing Confidential Information of _____ that shall be in its possession or in the possession of its employees, agents and contractors.
4. This Agreement shall not apply to specific Confidential Information if:
 - a) The information is or later becomes available to the public, except as a result of an unauthorized disclosure by the receiving party;
 - b) It is agreed in writing that the information may be disclosed;
 - c) The information is independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party;
 - d) The information is required to be disclosed by law or a court order;
 - e) The information, as evidenced by written record, was known by the receiving party prior to its receipt from the disclosing party.
5. This Agreement shall be binding on and inure to the benefit of both parties and their respective successors and assigns for a period of two (2) years. No amendment, modification, or waiver of any provision of this agreement shall be effective unless the same shall be in writing and signed by both parties. This Agreement shall be guided by and construed in accordance of the laws of the State of Ohio.

In Witness Hereof, the parties have executed this Agreement in duplicate as of the date first written above.

Balance Product Development, Inc.	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____