



MAIL  ACROSS THE VOID

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_ 2008 between **Across the Void** (ATV) of North Reading, Massachusetts (hereinafter referred to as “Disclosing Party”) and \_\_\_\_\_ after referred to as the “Recipient”).

### WITNESSETH;

WHEREAS Disclosing Party has developed and possesses proprietary technical and marketing information and know how relating to a certain class of internet communication software for the secure and unencumbered transfer of documents, messages and attachments as an alternative to standard email. The Software, tentatively known by its working name; “Mail Across The Void” shall hereinafter be referred to as “Proprietary Information”) which Disclosing Party is willing to disclose to Recipient on a confidential basis subject to the following terms and conditions;

1. Recipient agrees to use the Proprietary Information only for the purpose of entering into discussions with the Disclosing Party concerning an arrangement for jointly commercializing the Proprietary Information or for some other purpose agreed to in advance in writing by ATV.

2. Recipient agrees (1) to hold and maintain the Proprietary Information in confidence, (2) not to disclose such information to any third party, and (3) not to use such information for any purpose other than as set forth hereinabove.

3. It is understood that the foregoing obligation of confidentiality does not apply to information which is: (i) already known to Recipient at the time of the disclosure hereunder as evidenced by the written records of Recipient, (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient, or (iii) rightfully received from a third party on a non-confidential basis. For the purpose of this agreement Proprietary Information shall not be deemed to be in the public domain or already known to Recipient merely because it is embraced by more general information either in the public domain or already known to Recipient.

4. Within thirty (30) days of a written request by Disclosing Party, Recipient shall return to Disclosing Party all written documents and specimens which contain Proprietary Information and all copies of such documents.

5. This agreement shall terminate one year from the date first written above. However, notwithstanding the termination of this Agreement, Recipient's duty to protect the confidentiality of the Proprietary Information shall continue until the Proprietary Information becomes a matter of public knowledge through no fault of Recipient.

6. No right or license or other intellectual property rights in the information disclosed shall be implied as having been granted as a result of the disclosure hereunder. Moreover, this agreement does not create any partnership, joint venture, or agency between the parties.

7. This Agreement shall be construed and interpreted, and its performance shall be governed by the substantive laws of the State of Massachusetts without recourse to its conflict of laws, rules, or principles.

IN WITNESS WHEREOF, the parties hereby agree that this Agreement shall be deemed effective as of the date written above.

ACROSS THE VOID

RECIPIENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Edward S. Morando  
President

Name: \_\_\_\_\_  
Title \_\_\_\_\_

ACROSS THE VOID

# AGENT PROFILE

## Across The Void

87 Main Street  
North Reading, MA 01864  
Tel 978 276-0830

Agent Name \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2 \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Postage Source \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Hours Of Operation: M - F from \_\_\_\_\_ to \_\_\_\_\_  
Weekends from \_\_\_\_\_ to \_\_\_\_\_

Website \_\_\_\_\_

Operation Type \_\_\_\_\_

Active Services \_\_\_\_\_

Overnight Delivery  Same Day Delivery

# DISTRIBUTOR PROFILE

## Across The Void

87 Main Street  
North Reading, MA 01864  
Tel 978 276-0830

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

Corporation \_\_\_\_\_ Proprietorship \_\_\_\_\_ LLC \_\_\_\_\_ Other \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_

Tax ID: \_\_\_\_\_ Size of sales Force \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Title \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Title \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Years in business \_\_\_\_\_ Markets \_\_\_\_\_ Territory \_\_\_\_\_

Website \_\_\_\_\_ Operation Type - \_\_\_\_\_

Brief History \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_