

**CONFIDENTIALITY AGREEMENT  
For TRAINING**

THIS AGREEMENT is made by and between \_\_\_\_\_, (hereinafter referred to as "PARTICIPANT") and Fiber SenSys, Inc. (hereinafter referred to as "FSI").

WHEREAS, FSI has developed and possesses certain trade secrets and proprietary and confidential technical and business information relating to security systems components and software for security

WHEREAS, during the course of training activities related to such systems, FSI may disclose certain proprietary and confidential information in support and furtherance of such activities

NOW, THEREFORE, it is agreed as follows:

1. PARTICIPANT hereby agrees to keep in strictest confidence and not use for himself or disclose to any third party any confidential and proprietary information disclosed by FSI during the course of the training, except as hereinafter provided. Such confidential and proprietary information may be disclosed only to such employees of the PARTICIPANT's organization who have a need to know such information for the purpose for which it was disclosed and who have secrecy obligations to the PARTICIPANT. PARTICIPANT agrees to protect the confidential information using the same degree of care with which they protect their own confidential information, but in no event less than reasonable care.
2. PARTICIPANT hereby recognizes as the exclusive property of FSI all proprietary and confidential information disclosed to PARTICIPANT by FSI.
3. The obligations set forth in Paragraphs 1 and 2 above shall not in any way restrict or impair the right of PARTICIPANT to disclose and use the following:
  - (a) Information which at the time of disclosure is published or is otherwise in the public domain;
  - (b) Information which after disclosure becomes part of the public domain otherwise than through a breach of this Agreement by PARTICIPANT;
  - (c) information which was known to PARTICIPANT prior to receipt from FSI, provided such prior knowledge can be adequately

substantiated by documentary evidence antedating the disclosure by PARTICIPANT;

- (d) Information which becomes known to PARTICIPANT from a source which legally derives such information independently of FSI under this Agreement; or
  - (e) Information which is independently developed by the PARTICIPANT and PARTICIPANT can so prove.
4. No right or license whatsoever, expressed or implied, is granted by FSI to PARTICIPANT pursuant to this Agreement under any patent, patent application, copyright, trademark or other proprietary right, now or hereafter owned or controlled by FSI.
  5. PARTICIPANT shall not make any copy or in any way reproduce or excerpt such Proprietary Information except where necessary for the purpose of this Agreement or as authorized by FSI in writing. Any such copies shall include the FSI's proprietary notice.
  6. If for any reason any provision of this Agreement is found to be unenforceable, such provision and the remainder of this Agreement shall be enforced to the extent possible.
  7. Unless otherwise agreed to in writing, PARTICIPANT shall have no obligations of secrecy under this Agreement after two (2) years from the date of disclosure.
  8. The provisions of this Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the PARTICIPANT and FSI have duly executed this Agreement, in duplicate, as of the date set forth above.

PARTICIPANT Company Name:

Fiber SenSys, Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
Signature Required

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

Name:

Date: \_\_\_\_\_