

Date:

KHSH Enterprises
Boxwerks
P.O. Box 1368
Litchfield, CT 06759

Party Information:

Name:_____

Address:_____

City_____State_____Zip_____

Phone_____Fax_____

Email_____

Re: Boxwerks Packaging and Delivery System

Dear Potential Investor

Pursuant to our recent discussions, I will be making available to you certain confidential and proprietary information, methods, and products, concerning the above-identified invention, for use by you in manufacturing, business methods, business plan implementation, market strategies, regarding the invention.

In consideration of my supplying you with information concerning the invention, you agree that the information will be used by you only in your participation in the project/company as aforesaid and that you will not disclose to others, copy, or use in any other manner the information supplied to you by me. Such restrictions shall not apply with respect to such portions of the invention:

(i) which correspond in substance to that developed by you and in your possession prior to your receipt thereof from me;

(ii) which at the time of disclosure thereof by me to you is, or thereafter becomes through no act or failure to act on your part, part of the public domain by publication, sale, or otherwise; or

(iii) which correspond in substance to that furnished to you by others as a matter of right without restriction on disclosure;

and provided further that the occurrence of (i), (ii), or (iii), above shall not be construed as granting any rights, either express or implied, under my copyrights, trademarks or patents, which relate to the invention. Information disclosed under this agreement shall not be deemed to be within the foregoing exceptions merely because the general subject matter thereof is embraced by more general

information in the public domain or in your prior possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in your possession, but only if the combination itself and its principles are in the public domain or in your possession.

Upon my request, you agree to promptly return to me all documents and things concerning the invention I furnished or made available to you.

I may from time to time provide instructions to you concerning how I believe the work should be provided. However, as a vendor or manufacturer, you may be familiar with better ways of providing the final product because of your expertise. No patent rights as a co-inventor are created should you use your expertise in the project. You hereby represent and warrant that you will not assert any inventorship rights in the invention to be disclosed to you hereunder.

Please indicate your agreement to the foregoing by signing and returning one duplicate original hereof, whereupon I will promptly provide you with proprietary information concerning the invention.

Very truly yours,

Stuart Hungerford, V.P.
KSH Enterprises dba
Boxwerks

AGREED:

By: _____

Date: _____

Please fax this signed agreement to:

Fax: 727.791.7656