

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (Agreement”) is made and entered into by and between:

_____ of _____ (hereafter “Discloser”)
and

_____ of _____ (hereafter “Receiver”).

WHEREAS, Discloser has developed certain _____

technologies (herein “Discloser’s technologies”) which are considered by Discloser to contain proprietary information; and

WHEREAS, Receiver is desirous to have certain of its representatives review Discloser's technologies for the purpose of evaluating whether to enter into future business arrangements.

WHEREAS, both Discloser and Receiver are desirous to maintain the proprietary and confidential nature of Discloser's technologies;

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises hereinafter set forth, Discloser and Receiver agree as follows:

1. "Confidential Information" shall mean any information concerning the materials, configuration, manufacture or techniques of Discloser’s technologies but not limited to design, construction and component parts. The parties agree that such information constitutes proprietary and confidential information.

2. Upon execution of this Agreement, Discloser agrees to permit Receiver to inspect the Discloser’s technologies.

3. Receiver agrees to take all precautions reasonably necessary to maintain the confidential nature of Confidential Information disclosed to it by Discloser. Receiver agrees to not disclose such Confidential Information to any third party except to those persons in its organization who have a need to know. Receiver agrees to take all appropriate action by instruction and agreement with any such persons within its organization so that such person shall be bound by all of the same obligations as Receiver with respect to Confidential Information. Receiver shall notify its employees that information regarding Discloser’s technologies is to be treated in a confidential manner.

4. Receiver agrees not to use Discloser's Confidential Information for its own account, for the account of others, or in any way in competition with Discloser. In addition,

Receiver agrees not to copy, duplicate or in any way record any Confidential Information disclosed to it under the terms of this Agreement. Limited permission to inspect under this agreement is not and shall not be construed in the future to be a grant of any license under any patent, copyright, trademark or trade dress rights of Discloser protecting the PRODUCT. Receiver acknowledges that Receiver shall be subject to any and all patent, copyright, trademark or trade dress rights of Discloser.

5. Receiver's obligation of confidence and non-use hereunder shall be effective throughout for a period of two (2) years from the date of this Agreement provided, however, that Receiver shall have no obligation of confidence with respect to:

- (a) any information which Receiver reasonably demonstrates was within its possession in tangible form prior to the date of this Agreement;
- (b) any information which Receiver reasonably demonstrates was independently developed by or for it or without reference to any of the Confidential Information disclosed under this Agreement;
- (c) any information which Receiver reasonably demonstrates was independently developed by it or for it from non-confidential sources and without reference to any of the Confidential Information of Discloser disclosed under this Agreement; or
- (d) information which Receiver reasonably demonstrates has become generally known in the trade or public prior to or subsequent to Discloser's disclosure hereunder through no fault or action on the part of Receiver.

6. In the event it becomes necessary for Discloser to enforce this Agreement, Receiver agrees to indemnify Discloser for all costs, expenses and attorneys fees.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be effective as of

(date)

DISCLOSER:

RECIPIENT:

Name (please print)

Name (please print)

Title (please print)

Title (please print)

Signature

Signature