**NONDISCLOSURE AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into

as of this **DATE HERE,** by and between **COMPANY NAME ("COMPANY"),** and **RECIPIENT NAME** **(the "Recipient"),** on the other.

WHEREAS, Company, along with its partners and associates, is willing to disclose Confidential Information (as defined below) to the Recipient for the purpose of the parties evaluating Recipient's possible technology development and establishing a possible business relationship with Company and/or its partners and associates (the "Limited Use"), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and intending to be legally bound hereby, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any information disclosed to Recipient or its representatives, counsel or advisors ("Representatives"), regardless of format or medium, by Company or its Representatives, including, without limitation, Company's ideas, concepts, business and/or marketing plans and materials, strategies, forecasts, research, services, products, technology, code, system architecture, know-how, trade secrets, trade practices, financial information, sales and pricing information, contracts and names, addresses and any other characteristics or identifying information of Company's existing or potential suppliers, customers or employees, or any information derived from any of the foregoing. Without limiting the generality of the foregoing, Recipient acknowledges and agrees that all notes, analyses or other materials prepared by Recipient, or its Representatives containing or based in whole or in part upon information furnished by Company or its Representatives shall constitute Confidential Information hereunder.  
     
   Confidential Information shall not include any information which (i) is or becomes available to the public other than as the consequence of a breach of any obligation of confidentiality; (ii) is actually known to or in the possession of Recipient without any limitation on use or disclosure prior to receipt from Company; or (iii) is rightfully received from a third party in possession of such information who is not under obligation to Company not to disclose the information. In the event that the Recipient believes that any Confidential Information falls into one of these exceptions, it must promptly notify Company and provide a reasonable basis for such belief.
2. Non-Disclosure of Confidential Information. Recipient and its Representatives shall hold in strict confidence and trust all Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information to any person or entity ("Person") without the prior written consent of Company. Notwithstanding the preceding sentence to the contrary, Recipient may disclose Confidential Information to its Representatives who need to know such information to enable Recipient to fulfill the Limited Use and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement, and then only to the extent necessary to carry out the legitimate use of the Confidential Information. Recipient and its Representatives shall use the Confidential Information only in connection with the Limited Use and not with respect to, or in furtherance of, its business, or any of their respective businesses, or in the business of anyone else, whether or not in competition with Company, or for any other purpose whatsoever. Recipient shall require any of its Representatives who obtain Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.
3. No License Rights; Ownership. The Confidential Information shall remain the exclusive property of Company. Neither the execution of this Agreement nor the disclosure of Confidential Information shall grant the Recipient or its representatives any right or license to use the Confidential Information, except as specifically provided herein. Any work product, deliverables, intellectual property, or other information developed by the Recipient or its representatives in connection with the limited use shall be deemed the sole and exclusive property of Company, and the Recipient hereby assigns all rights, titles, and interests in such materials to Company.
4. Return or Destruction of Confidential Information. Upon the request of Company, the Recipient shall promptly return to Company or destroy any and all Confidential Information received from Company or its representatives, including any copies or duplicates thereof. The Recipient shall also destroy any summaries or synopses of the Confidential Information prepared by the Recipient or its representatives.
5. Irreparable Harm; Costs and Expenses. The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to Company for which monetary damages would be inadequate. Therefore, in the event of a breach or threatened breach, Company shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law. The prevailing party in any action to enforce this Agreement shall be entitled to recover its costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with such action.
6. Notice. Any notice, consent, waiver, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email with a return acknowledgement, by overnight mail service, or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below:

**To Company NME  
ADDRESS HERE  
Email Here:**

**To RECIPIENT NAME**

**Address:**

**Email:**

All such notices shall be deemed to have been given three (3) business days after mailing if sent by registered or certified mail, one business day after mailing if sent by overnight courier service, or on the date delivered if delivered personally or sent by fax. Either party may change its address for notice by giving written notice to the other party in accordance with this section.

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by both parties.
2. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their heirs, successors, and permitted assigns. The Recipient may not transfer or assign this Agreement, whether by operation of law or otherwise, to any other Person without the written consent of Company, and any attempted assignment in violation of this section shall be null and void.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America without regard to its conflicts of laws principles. Any dispute arising out of or in connection with this Agreement shall be adjudicated exclusively in the state and federal courts located in **COUNTY NAME County, STATE NAME,** United States of America, and all parties consent to personal jurisdiction and venue therein.
4. Counterparts. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original, and all of which shall together be deemed to constitute one and the same agreement.

NI WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

Company NAME ("Company") RECIPIENT:

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