**NON-DISCLOSURE AGREEMENT**

**This Non-Disclosure Agreement** (this “***Agreement***”) is entered into between **[COMPANY NAME]**, a Delaware corporation (the “***Company***”) and the recipient named on the signature page hereto (the “***Recipient***”) as of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Effective Date***”), to protect the confidentiality of certain confidential information of the Company to be disclosed to the Recipient solely for use in evaluating or pursuing a business relationship with the Company (the “***Permitted Use***”).

1. As used herein, “***Confidential Information***” will mean any and all technical and non-technical information provided by the Company to the Recipient, which may include without limitation information regarding: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of the Company, including without limitation the Company’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties; and (d) all other information that the Recipient knew, or reasonably should have known, was the Confidential Information of the Company.
2. Subject to Section 3, the Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than the Permitted Use. The Recipient will also protect such Confidential Information with at least the same degree of care that the Recipient uses to protect its own Confidential Information, but in no case, less than reasonable care. The Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
3. The Recipient will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if the Recipient can demonstrate with competent evidence that such Confidential Information:
   1. was in the public domain at the time it was disclosed to the Recipient;
   2. entered the public domain subsequent to the time it was disclosed to the Recipient, through no fault of the Recipient;
   3. was in the Recipient’s possession free of any obligation of confidence at the time it was disclosed to the Recipient;
   4. was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was disclosed to the Recipient; or
   5. was developed by employees or agents of the Recipient who had no access to any Confidential Information.
4. Notwithstanding the above, the Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Recipient provides the Company with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
5. The Recipient will immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.
6. Upon termination or expiration of this Agreement, or upon written request of the Company, the Recipient will promptly return to the Company all documents and other tangible materials representing any Confidential Information and all copies thereof.
7. Confidential Information is and shall remain the sole property of the Company. The Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or to require the Company to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.
8. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Company and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.
9. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient’s obligations under this Agreement will survive termination of this Agreement and will be binding upon the Recipient’s heirs, successors, and assigns. The Recipient’s obligations with respect to all Confidential Information will terminate only pursuant to Section 3.
10. The Company is providing Confidential Information on an “AS IS” basis for use by the recipient at its own risk. The Company disclaims all WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

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|  | **COMPANY:** | | |
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|  | **[COMPANY NAME]** | | |
|  |  | | |
|  | By: |  | |
|  |  |  | |
|  |  | Name: |  |
|  |  | Title: |  |
|  |  | | |
|  | Address: | | [COMPANY STREET ADDRESS] |
|  |  | | [COMPANY CITY], California [COMPANY ZIP CODE] |
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|  | **RECIPIENT:** | |
|  |  | |
|  |  | |
|  | Name of Recipient (Please Print) | |
|  |  | |
|  |  | |
|  | Signature | |
|  |  | |
|  |  | |
|  | Title (if applicable) | |
|  |  | |
|  | Address: |  |
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