

Confidential Non-Disclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between _____
("Disclosing Party") and _____ ("Receiving Party") for the purpose of preventing the
unauthorized disclosure of Confidential Information as defined below.

1. Definition of Confidential Information. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, equipment, algorithms, software programs, and software source documents related to the services of Disclosing Party

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Duration. The recipient may end an employment contract at any time, but the NDA will remain in effect until the product is commercially revealed.

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____