**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this “***Agreement***”) is made as of [effectiveDate] between [companyName], a Delaware corporation, (“***Company***”), and [ndaSignerName], an individual, whose address is [ndaSignerAddress] (“***Recipient***”).

Company and Recipient desire to begin discussions regarding a business opportunity of mutual interest (the “***Business Purpose***”). In connection with such discussions, Company and Recipient recognize that there is a need for Company to disclose to Recipient certain confidential information of Company to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the disclosure of such information by Company, Recipient hereby agrees with Company as follows:

1. For purposes of this Agreement, “***Confidential Information***” means any technical or business information disclosed by Company to Recipient that: (i) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (ii) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by Company to Recipient within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.

2. Recipient agrees: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; (iii) not copy or otherwise reproduce Confidential Information in whole or in part; and (iv) not to use Confidential Information for any purpose except for the Business Purpose. Recipient may disclose Confidential Information solely to its employees and consultants who have a bona fide need to know such Confidential Information for the Business Purpose and solely to the extent necessary to pursue the Business Purpose, and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. The provisions of this Section 2 will not restrict Recipient from disclosing Confidential Information to the extent required by any law or regulation; provided that Recipient uses its reasonable efforts to give Company reasonable advance notice of such required disclosure in order to enable Company to prevent or limit such disclosure.

3. The Recipient’s obligations in Section 2 will not apply to the extent any Confidential Information:

(i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of Recipient;

(ii) was known by Recipient prior to receiving such information from Company and without restriction as to use or disclosure;

(iii) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(iv) is independently developed by Recipient without access to any Confidential Information, as evidenced by Recipient’s written records.

4. Upon Company’s request, Recipient will promptly return to Company all tangible items or embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies) and provide Company with a written officer’s certificate certifying Recipient’s compliance with the foregoing obligation.

5. All Confidential Information remains the sole and exclusive property of Company. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Company, except as specified in this Agreement.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.”

7. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Company to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Recipient acknowledges that Company will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.

8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Recipient may not assign this Agreement, in whole or in part, without Company’s prior written consent, and any attempted assignment without such consent will be void.

9. This Agreement will commence on the date first set forth above and will remain in effect for five (5) years from the date of the last disclosure of Confidential Information by Company, at which time it will terminate.

**[Signature Page Follows]**

**IN WITNESS WHEREOF,** the parties hereto have executed this Non-Disclosure Agreement by their duly authorized officers or representatives as of the date first set forth above.

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| --- | --- | --- | --- |
| **[companyName] :** | | **RECIPIENT:** | |
| Signature: | [sig|req|signer0 ] | Signature: | [sig|req|signer1 ] |
| Name: | [companyRepName] | Name: | [ndaSignerName] |
| Title: | [companyRepTitle] |

**[Signature Page to [companyName] Non-Disclosure Agreement]**