

## **NON-DISCLOSURE AGREEMENT**

[Name] \_\_\_\_\_ [Address] \_\_\_\_\_

and [Name] \_\_\_\_\_ [Address] \_\_\_\_\_

agree to enter into a mutual confidential business relationship for the purpose of

\_\_\_\_\_.

In order to achieve this purpose, each party may acquire valuable trade secrets and/or confidential and proprietary information of the other party or its affiliates. In consideration of the foregoing, it is hereby agreed that:

1. Confidential Information means all confidential and proprietary information which is disclosed by one party to the other party and is clearly labeled as confidential or proprietary or is disclosed orally is followed up in writing within 30 days of the oral disclosure identifying the subject matter which is confidential or proprietary.
2. Each party agrees not to use the Confidential Information for any purpose whatsoever except for the purposes set forth above. Each party agrees not to disclose the Confidential Information to any third person and only disclose the confidential information to its employees and those of its affiliates who have a need to know and who agree to keep such information confidential. Each party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality, provided that in no event shall such party's obligations exceed the reasonable standard of care taken to protect its own confidential information of like importance. Each party will promptly advise the other party in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the injured party in any legal proceedings related thereto. Each party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the parties, for a period of two (2) years following the last disclosure of Confidential Information by the other party hereunder.
3. No copies of any Confidential Information may be made except to implement the purposes of this Agreement. Any materials, documents, notes, memoranda, software code, drawings, sketches and other tangible items containing, consisting of or relating to the Confidential Information of a party which are furnished hereunder to the other party, or are in the possession of the other party, remain the property of the party which disclosed the Confidential Information and shall be promptly returned to such party upon the disclosing party's request therefore. Nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in any Confidential Information except as specified in this Agreement.
4. Each party's obligations under this Agreement shall not apply to information which: (a) is known by the receiving party or is publicly available at the time of disclosure; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of either party; (c) is hereafter rightfully furnished to the receiving party by a third party