1. NON-DISCLOSURE AGREEMENT

2. 1. PARTIES

3. This Non-Disclosure Agreement ("Agreement") is entered into on [DATE] between:

4. Disclosing Party: [FIRM\_NAME]

5. Address: [FIRM\_ADDRESS]

6. City, State ZIP: [FIRM\_CITY], [FIRM\_STATE] [FIRM\_ZIP]

8. Receiving Party: [CLIENT\_NAME]

9. Address: [CLIENT\_ADDRESS]

10. City, State ZIP: [CLIENT\_CITY], [CLIENT\_STATE] [CLIENT\_ZIP]

11. 2. PURPOSE

12. The purpose of this Agreement is to protect confidential and proprietary information that may be disclosed by the Disclosing Party to the Receiving Party in connection with potential business opportunities, including but not limited to:

13. • Technical specifications and designs

14. • Business plans and strategies

15. • Financial information and projections

16. • Customer lists and market data

17. • Any other information marked as confidential

18. 3. CONFIDENTIAL INFORMATION

19. For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or in any other form, including but not limited to:

20. a) Technical data, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information;

21. b) Information that would be considered confidential by a reasonable person in the circumstances;

22. c) Information that is marked, designated, or otherwise identified as "confidential" or "proprietary".

24. Confidential Information does not include information that:

25. i) Is or becomes publicly available through no breach of this Agreement;

26. ii) Was rightfully known by the Receiving Party prior to disclosure;

27. iii) Is rightfully received from a third party without breach of any confidentiality obligation;

28. iv) Is independently developed by the Receiving Party without use of or reference to the Confidential Information.

29. 4. OBLIGATIONS OF RECEIVING PARTY

30. The Receiving Party agrees to:

31. a) Hold and maintain the Confidential Information in strict confidence;

32. b) Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party;

33. c) Use the Confidential Information solely for the purpose of evaluating potential business opportunities;

34. d) Take reasonable precautions to protect the confidentiality of the Confidential Information;

35. e) Not make any copies of the Confidential Information except as necessary for the permitted use;

36. f) Return or destroy all Confidential Information upon request of the Disclosing Party.

37. 5. TERM

38. This Agreement shall remain in effect for a period of five (5) years from the date of execution, and the confidentiality obligations shall survive termination of this Agreement for an additional period of three (3) years.

39. 6. RETURN OF INFORMATION

40. Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall immediately return or destroy all Confidential Information and all copies thereof, and certify in writing that all such information has been returned or destroyed.

41. 7. NO LICENSE

42. Nothing in this Agreement shall be construed as granting any rights or licenses to the Receiving Party with respect to any Confidential Information or intellectual property of the Disclosing Party.

43. 8. REMEDIES

44. The Receiving Party acknowledges that any breach of this Agreement would cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in addition to any other remedies available at law or in equity.

45. 9. GOVERNING LAW

46. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

47. 10. ENTIRE AGREEMENT

48. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

49. 11. SIGNATURES

50. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

52. DISCLOSING PARTY:

53. [FIRM\_NAME]

55. By: [SIGNER\_NAME]

56. Title: [SIGNER\_TITLE]

57. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

59. RECEIVING PARTY:

60. [CLIENT\_NAME]

62. By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

63. Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

64. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_