NON-DISCLOSURE AGREEMENT

*This Non-Disclosure Agreement* **(the “Agreement”**) is effective as of [DATE], between [DISCLOSING PARTY], (“Disclosing Party”) and, [RECEIVING PARTY] (“Receiving

Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

# Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

# 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.

# 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 carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. 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.

# Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or

until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

# Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

# Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

# Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

# Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party’s obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

# Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [GOVERNING LAW], and both parties agree to submit to the exclusive jurisdiction of its courts for the resolution of any disputes arising out of or in connection with this Agreement.

# Termination

This Agreement shall remain in effect until terminated by either party with 14 days written notice to the other party. Upon termination, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in their possession.

# Notices

Any notices required or permitted by this Agreement shall be in writing and delivered by personal delivery, expedited courier, confirmed facsimile, confirmed email, or registered or certified mail, postage prepaid, return receipt requested, and shall be deemed given upon personal delivery, one (1) day after deposit with expedited courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices shall be sent to the

addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

# Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration conducted in accordance with the rules of arbitration commonly accepted in the jurisdiction where the arbitration is conducted. The arbitration shall be conducted by a single arbitrator, selected in accordance with those rules. The place of arbitration shall be mutually agreed upon by the parties. The award rendered by the arbitrator shall be final and binding on the parties, and judgment upon the award may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date. Each party warrants that they have the legal power and authority to enter into this Agreement and that they have read and understood all the terms and conditions contained herein.