

CONFIDENTIALITY AGREEMENT

WHEREAS ("THE COMPANY"), The _____ agrees to furnish certain confidential information relating to plans, ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

WHEREAS ("THE RECIPIENT"), _____ agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

TERMS OF THE AGREEMENT:

1. You will hold in confidence and not possess or use (except to evaluate within the U.S. the proposed business relationship) or disclose any Proprietary Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of The Company.
3. At the conclusion of any discussions, or upon demand by The Company, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to The Company.
4. Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by The Company.
5. This Agreement and its validity, construction and effect shall be governed by the laws of United States of America.

AGREED AND ACCEPTED BY

Signature

Date

Witness

Date