



NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement (this "Agreement" or this "Non-Disclosure Agreement") by and between [DISCLOSING PARTY.Company], a [DISCLOSING PARTY STATE OF INCORPORATION] [TYPE OF LEGAL ENTITY], having its principal place of business at [DISCLOSING PARTY ADDRESS] (the "Disclosing Party"), and [RECEIVING PARTY.Company], a [RECEIVING PARTY STATE INCORPORATION] [TYPE OF LEGAL ENTITY], having its principal place of business at [RECEIVING PARTY ADDRESS] (the "Receiving Party") who agrees to be bound by this Agreement.

WHEREAS, through this Non-Disclosure Agreement, the Disclosing Party and the Receiving Party have entered into a relationship by which the Receiving Party may be exposed to certain confidential information of the Disclosing Party, in which it has an interest in protecting.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Disclosing Party and the Receiving Party (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Non Disclosure Agreement, the following terms are defined as follows:

- a. "Trade Secret" means all information possessed by or developed for the Disclosing Party to which all of the following apply: (i) the information derives independent economic value from not being generally known and (ii) the Disclosing Party takes reasonable precautions to prevent such information from being disclosed to the public.
- b. "Confidential Information" means information, to the extent it is not a Trade Secret, which is possessed by the Disclosing Party and which relates to the Disclosing Party, including, without limitation, for example: business plans, strategies, existing or proposed bids, costs, technical developments, financial or business projections, investments, marketing plans, or training information, materials, and [EXAMPLES OF CONFIDENTIAL INFORMATION].

2. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

Except as required to further the relationship between the Disclosing Party and the Receiving Party or as expressly authorized in writing on behalf of the Disclosing Party, the Receiving Party shall not disclose, directly or indirectly, any Confidential Information during the period of his/her relationship with the Disclosing Party or anytime after the



termination of such relationship.

3. TRADE SECRETS

Throughout the duration of this Non Disclosure Agreement and the Receiving Party's business relationship with the Disclosing Party and anytime after the termination of such relationship, the Receiving Party shall do what is reasonably necessary to prevent unauthorized disclosure of the Disclosing Party's Trade Secrets. Further, after the termination of the any such relationship, the Receiving Party shall not use or disclose the Disclosing Party's Trade Secrets as long as they remain Trade Secrets.

4. EXCEPTIONS

The provisions of Sections 2 and 3 above will not be deemed to prohibit any disclosure that is required by law or court order, however the Receiving Party agrees to provide the Disclosing Party with reasonable prior notice and an opportunity to contest or minimize such disclosure.

5. RETURN OF DOCUMENTS

Immediately upon termination of the relationship between the Disclosing Party and the Receiving Party, the Receiving Party shall return to the Disclosing Party any documents pertaining to the Confidential Information or Trade Secrets which are in the Receiving Party's possession.

6. REPRESENTATIVE ACKNOWLEDGMENTS

The Receiving Party acknowledges that: (i) this Agreement has been specifically bargained between the parties and reviewed by the Receiving Party, (ii) the Receiving Party has had an opportunity to obtain legal counsel to review this Agreement, and (iii) the covenants made by and duties imposed upon the Receiving Party hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of the Disclosing Party, (iv) such covenants and duties will not place an undue burden upon the Receiving Party's livelihood in the event of termination of the Receiving Party's business relationship with the Disclosing Party and the strict enforcement of the covenants contained herein, and (v) any breach of this Agreement will cause substantial and irreparable harm to the Disclosing Party for which money damages would be an inadequate remedy.

7. VENUE

This Non Disclosure Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of the State of [STATE]. The Parties irrevocably submit to the exclusive jurisdiction of the federal and state courts located in [COUNTY NAME], [STATE].

IN WITNESS WHEREOF, each of the Parties has executed this Non-Disclosure Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.



[DISCLOSING PARTY.Company]

Signature Date

[RECEIVING PARTY.Company]

Signature Date