**Standard Multi-Party Non-Disclosure Agreement**

In order to protect certain Confidential Information (as defined below), ●, for itself and its subsidiaries and affiliates (“**Company**”), and ●**,**  for itself and its subsidiaries and affiliates (“**Participant 1**”), and●**,**  for itself and its subsidiaries and affiliates (“**Participant 2**”), in this Non-Disclosure Agreement individually referred to as a “Party” and collectively referred to as the “Parties”, agree that:

1. **Effective Date.** The Effective Date of this Non-Disclosure Agreement (“Agreement”) is● .
2. **Mutual Agreement.** The Agreement shall apply to all Confidential Information disclosed between the Parties.
3. **Confidential Information.**  “Confidential Information” disclosed under this Agreement is defined as product and roadmap information, marketing, financial/pricing information, customer/vendor related data, services/support, and other business information including, but not limited to information that has been made available to Discloser by third parties that Discloser is obligated to keep confidential, trade secrets, software, strategies, techniques, drawings, specifications, technical or know-how data, research and development, ideas, inventions, patent disclosures that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form. This Agreement also includes Confidential Information acquired during any facilities tours.
4. **No Use of Name.** Without the prior written consent of the other Party, all Parties agree not to issue or release any articles, advertising, publicity or other matter relating to any Confidential Information or mentioning or implying the name of the other Party, except as may be required by law and then only after providing the other Party with an opportunity to review and comment thereon.
5. **Term and Purpose.** This Agreement shall remain in effect until it is terminated by a Party with thirty (30) days prior written notice to the other Parties. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. The Parties receiving Confidential Information (each, a “Recipient”) from the other Parties disclosing Confidential Information (each, a “Discloser”) will use the Confidential Information only for the purpose of and in connection with the Parties’ business relationship.
6. **Protection Period, Return of Confidential Information.** Unless the Parties otherwise agree in writing, a Recipient’s duty to protect Confidential Information expires ● years from the date of disclosure. Notwithstanding anything to the contrary herein, protection of information constituting a trade secret shall never expire. A Recipient, upon Discloser’s written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
7. **Permitted Use.** A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement; (b) dissemination of Confidential Information to any employee, contractor, and/or agent of Recipient without a need to know and who are not subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement; (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.
8. **Markings.** A Recipient will have a duty to protect Confidential Information (a) if it is marked or accompanied by documents clearly and conspicuously designating them as “confidential” or the equivalent; or (b) if it is identified by the Discloser as confidential before, during or promptly after the presentation or communication and thereafter confirmed in a written summary and marked “CONFIDENTIAL” and mailed to the Receiving Party within thirty (30) days of the disclosure.
9. **Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser’s prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.
10. **Disclaimers.** Each Discloser warrants that it has the right to disclose its Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by either Party as to the accuracy or completeness of the Confidential Information. All Confidential Information is provided “As Is”.
11. **No Obligation.** This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
12. **Export Compliance.** A Recipient will adhere to all applicable United States and foreign export control laws and regulations and will not export or re-export any technical data or products to any proscribed country listed in the U.S. Export Administration regulations, or foreign national thereof, unless properly authorized by the U.S. Government.
13. **Ownership.** No license or conveyance of any rights under any patent, copyright, trade secret, trademark or any other intellectual property right is granted under this Agreement except the limited rights necessary to carry out the purpose as set forth in this Agreement. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.
14. **Remedies.** Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.
15. **GOVERNING LAW.** THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF ●.
16. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.
17. **Miscellaneous.** The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Parties. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Each Party agrees that facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ● | | ● | | ● | |
| **By:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **By:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **By:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Name:** | ● | **Name:** | ● | **Name:** | ● |
| **Title:** | ● | **Title:** | ● | **Title:** | ● |
| **Address:** | ● | **Address:** | ● | **Address:** | ● |
| **City, State, Zip:** | ● | **City, State, Zip:** | ● | **City, State, Zip:** | ● |
| **Date:** | \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ | **Date:** | \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ | **Date:** | \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ |
|  |  |  |  |  |  |