

NONDISCLOSURE AGREEMENT

This nondisclosure agreement (hereafter "*Agreement*") is entered into by and between the below signed and defined disclosing party (hereafter "*Disclosing Party*") and the below signed and defined receiving party (hereafter "*Receiving Party*", collectively "*Parties*"), for the purpose of preventing unauthorized disclosure of the below-defined confidential information (hereafter "*Confidential Information*") pursuant to the below-defined business purpose (hereafter "*Business Purpose*").

DEFINITIONS

1. Confidential Information: For purposes of this *Agreement*, *Confidential Information* shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the *Receiving Party*, which has or could have commercial value or other utility in the business in which the below defined *Disclosing Party* is engaged.

- a. If *Confidential Information* is in written form, the *Disclosing Party* may, but is not required to, label the materials with the word "Confidential" or a similar warning.
- b. If *Confidential Information* is transmitted orally, the *Disclosing Party* may, but is not required to, provide a written indication that such oral communication constituted *Confidential Information*.
- c. *Receiving Party's* obligations under this *Agreement* do not extend to information that is:
 - i. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the below defined *Receiving Party*
 - ii. discovered or created by the *Receiving Party* before disclosure by *Disclosing Party*
 - iii. learned by the *Receiving Party* through legitimate means other than from the *Disclosing Party* or *Disclosing Party's* representatives;
 - iv. or is disclosed by *Receiving Party* with *Disclosing Party's* prior written approval.

2. Disclosing Party: For the purposes of this *Agreement*, *Disclosing Party* shall be the party which furnishes, provides, communicates or otherwise discloses *Confidential Information* to the below defined *Receiving Party*.

1. Receiving Party: For the purposes of this *Agreement*, *Receiving Party* shall be the party to which *Disclosing Party* furnished, provided, communicated or otherwise disclosed *Confidential Information*.

2. Business Purpose: For the purposes of the *Agreement*, *Business Purpose* shall constitute the exercise of the *Receiving Party's* legitimate business on behalf of, for the benefit of and with the permission of the *Disclosing Party*, further briefly described below:

- a. _____

AGREEMENT: It is hereby agreed between the below signed parties.

1. Obligations of Receiving Party:

- a. *Receiving Party* shall hold and maintain *Confidential Information* in strictest confidence for the sole and exclusive benefit of the *Disclosing Party*.
- b. *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*.
- c. *Receiving Party* shall not assign or transfer all or any part of its rights or obligations under this *Agreement* without the consent of *Disclosing Party*.
- d. *Receiving Party* shall not disclose *Confidential Information* to employees, contractors, agents, and third parties unless it is reasonably required for the *Business Purpose*.
 - i. *Receiving Party* shall require such persons or entities to sign or execute appropriate written agreements (e.g. confidentiality or nondisclosure agreements) at least as protective this *Agreement* and sufficient to enable *Receiving Party* to enforce all the provisions of this *Agreement*.
- e. *Receiving Party* shall not make any copies of *Disclosing Party's Confidential Information* unless it is reasonably required for the *Business Purpose*.
- f. Upon written request by the *Disclosing Party* the *Receiving Party* shall promptly return to the *Disclosing Party* or certify to the *Disclosing Party* the destruction of, any and all *Confidential Information* (including copies thereof) and any information, records, notes, and other materials, whether written, printed, digital or tangible, in its possession pertaining to *Confidential Information* (including copies thereof).

1. 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 disclosed *Confidential Information* no longer qualifies as *Confidential Information* or until *Disclosing Party* sends *Receiving Party* written notice releasing *Receiving Party* from this *Agreement*, whichever occurs first.

2. 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.

3. 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.

4. 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.

5. Amendment: This *Agreement* may not be amended except in a writing signed by both parties.

Page 2 of 3

Sign, Initial or Execute

Date (YYYY-MM-DD):

Receiving Party: _____ / _____
Disclosing Party: _____ / _____

