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.* _____

Page 1 of 3	Sign, Initial or Execute	Date (YYYY-MM-DD):
Receiving Party:	/	
Disclosing Party:	/	

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:		/

- 6. Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 7. **Remedy:** In the event that the *Receiving Party* shall breach this *Agreement*, or in the event that a breach appears to be imminent, the *Disclosing Party* shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorneys' fees incurred in seeking such remedies.
- 8. Duty to Inform: If the *Confidential Information* is sought by any third party, including by way of subpoena or other court process, the *Recipient shall* inform the *Disclosing Party* of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.
- **9.** Retention of Right, Title and Interest: All right title and interest in and to the *Confidential Information* shall remain with *Disclosing Party* or its licensors. Nothing in this *Agreement* is intended to grant any rights to *Receiving Party* under any patents, copyrights, trademarks, or trade secrets of *Disclosing Party*.
- **10. Disclaimer of Warranty:** All *Confidential Information* shall be provided "*as is*". The *Disclosing Party* makes no warranties, express, implied or otherwise, regarding non-infringement of third party rights or its accuracy, completeness or performance.
- **11. Jurisdiction:** This *Agreement* shall be governed by the laws of the jurisdiction in which the *Disclosing Party* is located (or if the *Disclosing Party* is based in more than one country, the country in which its headquarters are located) (hereafter "*Territory*") and the parties agree to submit disputes arising out of or in connection with this *Agreement* to courts in the *Territory*.

This *Agreement* and each *Party's* obligations shall be immediately binding on the representatives, assigns and successors of such party. Each party has signed this *Agreement* through its authorized representative. Each party has executed each page of this *Agreement* at the bottom of each page.

<u>Receiving Party:</u> Signature:		
Typed or Printed Na	me:	
Date (YYYY-MM-D	D):	
<u>Disclosing Party:</u> Signature:		
Typed or Printed Na	me:	
Date (YYYY-MM-D	D):	
	Sign, Initial or Execute	Date (YYYY-MM-DD):