

NON-DISCLOSURE AGREEMENT

This Agreement is between _____, from this point known as Disclosing Party, and _____, from this point known as Receiving Party, and is executed on this _____ day of _____, _____.

This Agreement will establish a relationship between Disclosing Party and Receiving Party, regarding proprietary information provided by Disclosing Party, described as

_____.

This proprietary information is defined as confidential, and does not include

_____.

The information will be used by the Receiving Party for the purpose(s) of

_____.

The Disclosing Party agrees to share this information with the Receiving Party, beginning the date listed above and continuing through _____.

The parties agree that:

1. Neither party will disclose to a third party that this Agreement has occurred, without written consent from the other party.
2. The Receiving Party will take all appropriate measures to protect the proprietary information during the length of this relationship, and will only disclose the information to employees, agents, advisors, contractors, affiliates, etc. who need to know the information, and who will also be advised and agree to the strict confidentiality of the information.
3. The Receiving Party will not use the information for commercial gain, unless the parties are able to arrive at another agreement on that matter.
4. This is an exclusive Agreement, and neither party will take the information listed here and discuss and/or share it with any other party.
5. The Receiving Party agrees to use the information only for the purposes listed above.
6. Upon the termination of this Agreement, each side will return the information, including documents, prototypes, research, etc. to its proper owner.

7. Any attempts to discuss and/or use this confidential information with a party not listed in this agreement will result in legal proceedings.

This Agreement is legally binding and will be enforced according to the laws of the State of _____.

In witness whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

UNDERSIGNED:

(Signature)

Name: _____

Title: _____

(Signature)

Name: _____

Title: _____