CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between _____, of _____, and _____, of _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "_____", and the party to whom the Confidential Information will be disclosed will be referred to as "_____".

_____ is engaged in _____. _____ _____ and has requested that _____will protect the confidential material and information which may be disclosed between _____ and _____. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to _____, whether or not owned or developed by _____, which is not generally known other than by _____, and which _____ may obtain through any direct or indirect contact with _____.

A. Confidential Information includes without limitation:
- business records and plans
- technical information
- products
- product design information

and other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. _____ understands and acknowledges that the Confidential Information has been developed or obtained by _____ by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of _____ which provides _____ with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, _____ agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of _____. In addition, _____ agrees that:

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i. No Copying/Modifying. _____ will not copy or modify any Confidential Information without the prior written consent of _____.

ii. Application to Employees. Further, _____ shall not disclose any Confidential Information to any employees of _____, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of _____.

iii. Unauthorized Disclosure of Information. If it appears that _____ has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, _____ shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, the Confidential Information. _____ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of _____, _____ shall return to _____ all written materials containing the Confidential Information. _____ shall also deliver to _____ written statements signed by _____ certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. _____ acknowledges and agrees that the Confidential Information is provided on an AS IS basis. _____ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL _____ BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. _____ does not represent or warrant that any product or business plans disclosed to _____ will be marketed or carried out as disclosed, or at all. Any actions taken by _____ in response to the disclosure of the Confidential Information shall be solely at the risk of _____.

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VI. LIMITED LICENSE TO USE. _____ shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. _____ acknowledges that, as between _____ and _____, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of _____, even if suggestions, comments, and/or ideas made by _____ are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of _____. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
_____

By: _____
_____

Recipient:
_____

By: _____
_____

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