NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is dated as of ___/___/_____, and is entered into by and between _____, with an address of _____, _____, _____ _____("Party A") and _____, with an address of _____, _____, _____ _____ ("Party B") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties hereby enter into a confidential relationship with respect to the Confidential Information.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Party A and Party B hereby agree as follows:

1. **Nature of Agreement.** This Agreement is a:

Mutual Nondisclosure Agreement. Both parties hereto are Disclosing Parties and Receiving Parties.

2. **Definitions.** For purposes of this Agreement, "Disclosing Party" shall mean the party hereunder (whether Party A or Party B) who discloses Confidential Information. "Receiving Party" shall mean the party hereunder (whether Party A or Party B) who receives Confidential Information. "Confidential Information" shall mean any and all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged, whether specifically stamped, identified or labeled as such, or not, and whether provided verbally, in writing, by electronic means, or in any other manner.

Confidential Information specifically includes, without limitation, the following:

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3. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior express written approval. The parties agree that the foregoing items do not constitute Confidential Information as contemplated herein.

4. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to the Confidential Information to employees, contractors, and third parties as is reasonably required on a need-to-know basis and shall require those persons to agree to nondisclosure restrictions at least as protective as those in this Agreement. 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. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing, subject to the requirements of any existing document retention policy on the part of Receiving Party.

5. **Time Periods.** The nondisclosure provisions of this Agreement shall survive:

Indefinitely the termination of this Agreement and any transaction or other business dealing pending or contemplated between the parties hereto. Receiving Party's duty to hold Confidential Information in

confidence shall remain in effect until the Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, co-venturer, or employee of the other party for any purpose.

7. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such invalid or unenforceable provision shall be severed or limited as the case may be, and the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties hereto.

8. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter herein and supersedes all prior proposals, agreements, representations, and understandings. This Agreement shall not be amended except in a writing signed by both parties.

9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. **Binding Effect**. This Agreement, and each party's obligations hereunder, shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned execute this Nondisclosure Agreement as of the date set forth above.

Party A:

Signature: _____

Printed Name: _____

Party B:

Signature: _____

Printed Name: _____