

## NON-DISCLOSURE AGREEMENT

**WHEREAS**, \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as “DISCLOSER”) has developed  
certain Confidential Information pertaining to \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “Confidential Information”); and

**WHEREAS**, \_\_\_\_\_, a/an \_\_\_\_\_ (individual or business) having  
an address of \_\_\_\_\_ (hereinafter  
referred to as “DISCLOSEE”) desires to learn the details of said Confidential Information  
because of an interest in exploring the possibility of entering into a business or other  
arrangement with DISCLOSER based upon and/or covered by said Confidential Information;  
and

**WHEREAS**, DISCLOSER desires to disclose the details of said Confidential  
Information to DISCLOSEE only with the understanding that the disclosure be kept confidential;  
and

**WHEREAS**, DISCLOSER desires to prevent use of said Confidential Information and  
any of its features by anyone without the prior express written authorization of DISCLOSER;

**NOW, THEREFORE**, in consideration of the promises and the agreements made herein  
by said DISCLOSER and said DISCLOSEE, they agree as follows:

1. DISCLOSER agrees to disclose the details of said Confidential Information to the DISCLOSEE.
2. DISCLOSEE agrees not to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from said DISCLOSER to do so.
3. DISCLOSEE agrees to keep confidential and not to disclose said Confidential Information or any details thereof or equivalent thereto to any third party without first obtaining express written authorization from said DISCLOSER to do so.
4. DISCLOSEE agrees not to encourage any third party to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from DISCLOSER to do so.
5. The granting of such written authorization shall be wholly within the discretion of said DISCLOSER.
6. DISCLOSEE agrees not to copy or permit copying or photographing of any documents or samples submitted by said DISCLOSER and relating to said Confidential Information.

7. DISCLOSEE agrees to return any documents and samples submitted by DISCLOSER and relating to said Confidential Information, to the DISCLOSER immediately upon request by DISCLOSER.

8. In view of the confidential relations which are contemplated between DISCLOSER and DISCLOSEE, it is agreed that DISCLOSEE will not copy, publish or otherwise disclose to others outside DISCLOSER, for five (5) years from the effective date of this Agreement (or such other period as is otherwise specified), any confidential or proprietary information belonging to DISCLOSER, or belonging to any third party to which DISCLOSER has an obligation of confidentiality. The aforementioned obligations of secrecy and confidence shall not apply to any of the information and/or detail that is:

- (a) known to the DISCLOSEE before being obtained or derived from DISCLOSER;
- (b) available to the public from sources other than DISCLOSER at any time before or after it is obtained or derived from DISCLOSER; or
- (c) obtained or acquired at any time by the DISCLOSEE from a third party who has the same in good faith and is free to pass it on to the DISCLOSEE.

9. This Agreement shall be governed and construed according to the laws of the United States of America, the Federal Courts of the State of \_\_\_\_\_ and the State of \_\_\_\_\_.

10. The effective date of this Agreement is \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective signatures.

DISCLOSER

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

DISCLOSEE

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_