

NONDISCLOSURE AGREEMENT

This Confidentiality Agreement ("Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between [NAME OF DISCLOSING PARTY], an individual having an address at [ADDRESS OF DISCLOSING PARTY] ("Disclosing Party") and [NAME OF RECIPIENT], a [STATE OF ENTITY FORMATION] [ENTITY TYPE] whose principal mailing address is [ADDRESS OF RECIPIENT] ("Recipient").

RECITALS

WHEREAS Disclosing Party has created/is in the process of creating a series of projects related to [PRODUCT] (the "Project"); and

WHEREAS Disclosing Party wants to work with Recipient regarding the [SUBJECT OF NONDISCLOSURE] for the Project; and

WHEREAS Disclosing Party wishes to disclose information related to the Project to the Recipient for the purpose of developing, funding, publicizing, marketing and implementing the Project.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION.

The Confidential Information covered by this Agreement includes all materials created by Disclosing Party, as well as all data, notes, materials, specifications, marketing plans, financial budgets, projections, results, business methods, operating procedures, technical, engineering, and scientific research, development, methodology, devices, and processes, formulas and chemical compositions, trade secrets, pricing, sales data, supplier and vendor lists, and other information related to the Project disclosed or submitted, orally, in writing, or by any other media, to Recipient by Disclosing Party.

2. RECIPIENT'S OBLIGATIONS.

- A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Disclosing Party and Recipient shall hold the same in confidence.
- B. Recipient shall not use the Confidential Information other than for the purposes of its business with Disclosing Party. Recipient will not disclose, use, reproduce, copy, publish or otherwise reveal any of the Confidential Information received from Disclosing Party to any other party whatsoever except with the specific prior written authorization of Disclosing Party.
- C. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Disclosing Party, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon request.

3. TERM.

- A. The obligations of Recipient herein shall be effective from the date Disclosing Party discloses any Confidential Information to Recipient pursuant to this Agreement.
- B. The obligations of Recipient shall remain in effect for any Project to which Disclosing Party retains all rights.

4. OTHER INFORMATION.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

5. NO LICENSE.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced designs. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar design.

6. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of [STATE]. Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

7. EQUITABLE RELIEF AND ATTORNEYS' FEES.

Recipient agrees that in the event of any breach or threatened breach by Recipient, Disclosing Party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Disclosing Party against any such breach or threatened breach. In the event of any action with respect to this Agreement, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including attorneys' fees, incurred in connection therewith.

8. FINAL AGREEMENT AND SEVERABILITY.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter of this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

9. NO ASSIGNMENT.

Recipient may not assign this Agreement or any interest herein without Disclosing Party's express prior written consent.

10. NO IMPLIED WAIVER.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11. FULL AUTHORITY.

Each party to this Agreement has taken all necessary action, corporate or otherwise, to authorize such Party to enter into and perform under the terms of this Agreement. Each person whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed.

12. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed below.

[NAME OF DISCLOSING PARTY]

“Recipient”

By: _____

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____