

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 20____ by and between:

(Hereinafter referred to a "Party A")

(Name) _____

(Address) _____

(Address) _____

(Telephone) _____

and

(Hereinafter referred to a "Party B")

(Name) _____

(Address) _____

(Address) _____

(Telephone) _____

and shall become effective when executed by authorized representatives of both parties.

The facts underlying the Agreement are as follows:

A. Both parties wish to enter into discussions for the general purpose of evaluating each other's products, prototypes, designs, systems and/or exploring the potential application of their products, prototypes designs , systems to the various products systems and/or services the other has or will have for both parties' mutual benefit.

B. In order to protect the Confidential Information proprietary to each party, both during the term of the relationship and after the expiration or termination thereof, each party, in exchange for the mutual covenants contained herein, agrees as follows:

- 1. It is recognized and understood by both parties that such a relationship may require each to disclose and disseminate to the other various matters of a confidential nature, including, but not limited to, patents, manufacturing processes, product operations, research developments, trade secrets, business activities and operations, inventions, and engineering concepts (such matters being hereinafter referred to collectively as "Confidential Information"). Confidential Information, in whatever form, shall be so identified as such at the time of disclosure. Any verbal communication believed to be confidential must be reduced to writing by the disclosing party within five (5) working days of the disclosure, notifying the recipient of the nature and extent of Confidential Information so disclosed.

2. Both parties shall maintain in strictest confidence and not disclose to any third party or use for any unauthorized purpose, any and all Confidential Information received from the other, or to which either party may have access, through any media of communication. Neither party shall have the right to duplicate, reproduce, copy, distribute, disclose, use or disseminate the other party's Confidential Information except to further the purpose expressed herein. Each document containing Confidential Information which is circulated to employees of the recipient shall not be disclosed to any other party.
3. Both parties represent and warrant to each other that they shall take all reasonable precautions to ensure against any breach of confidentiality and will advise their employees who might have access to such Confidential Information of the confidential nature thereof. No Confidential Information shall be disclosed to any officer, employee or agent of either party who does not have a need for such information.
4. Notwithstanding the conclusion of termination of this relationship as described herein, due to cancellation by either party upon written notice to the other or otherwise, each party shall continue to maintain such confidentiality and covenants herein for a period of one (1) year thereafter. Upon termination, all Confidential Information represented in written form or any other media, including but not limited to, papers, documents, designs, manuals, specifications, prototypes, schematics, computer software, or any other materials or models, shall be returned to the party which furnished same, together with any reproductions or copies thereof, upon request.
5. Any attempted assignment by one of the parties to this Agreement without the written consent of the other party will be void except to a successor to its entire business.
6. Neither party shall be under any obligation to maintain in confidence any portion of the received Confidential Information which (i) is now, or which hereafter, becomes generally known or available; or (ii) is known by either party at the time of receiving such information; or (iii) is furnished to others by the disclosing party without restriction on disclosure; or (iv) is hereafter furnished to either party by a third party, as a matter of right and without restriction on disclosure, or (v) is independently developed without any breach of this Agreement; or (vi) is required to be disclosed by judicial action after all reasonable legal remedies to maintain such information in secret have been exhausted.
7. Both parties assure each other that they will not, without the prior written consent of the other, transmit, directly or indirectly, the Confidential Information received from the other hereunder or any portion thereof to any country outside of the United States and Canada.

SIGNATURE SHEET

IN WITNESS WHEREOF, the parties have executed this Agreement as of the month, day and year first above written.

(Authorized representative for "Party A)

By (signature) _____

Name (printed) _____

Title: _____

Company: _____

Date: _____

(Authorized representative for "Party B)

By (signature) _____

Name (printed) _____

Title: _____

Company: _____

Date: _____