

CONFIDENTIALITY AGREEMENT

As of (Effective Date), this Confidentiality Agreement (Agreement) governs the disclosure of information by and between a (insert state of incorporation) corporation, located at (Recipient) and a (insert state of incorporation) corporation, located at (Discloser).

1. Definition of Confidential Information technical and non-technical information including patent(s) and patent applications, trade ideas, techniques, sketches, drawings, apparatuses, equipment, algorithms, software current, future, and proposed products and respective information concerning research engineering, financial information, procurement investors, employees, business and continuing marketing plans and information the disclos

2. Exceptions to Confidential Information (a) it was in the public domain at the time developed by employees or agents of the

Confidential Information" shall mean any and all the Recipient, including but not limited to (a) information and (d) proprietary information-- models, inventions, know-how, processes, source documents, and formulae related to the parties, and including, without limitation, their development, design details and specifications, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and other third parties.

not be considered Confidential Information if: (a) it was disclosed to the Recipient by the Discloser; (b) it was part of any information communicated to the Recipient by the Discloser in writing under

PREVIEW

any Confidential with

4. Term and Termination. This Agreement shall be binding upon the Recipient after disclosure. Upon termination or expiration of this Agreement, the Recipient shall promptly return to Discloser Confidential Information and all copies thereof.

up to () year(s) after the Effective Date of termination of the Agreement between the parties and assigns for a period of () years thereafter, or upon written request of Discloser, the Recipient shall return to Discloser all tangible materials representing Confidential

5. Warranties. Each party represents and warrants that it has the requisite corporate authority to enter into and perform this Agreement and that its performance under this Agreement, including its disclosure of Confidential Information to the other party, does not violate any applicable law or contract or constitute a breach of any fiduciary duty or other legal obligation of the party.

Each party that (i) it has the requisite corporate authority to enter into and perform this Agreement and that its performance under this Agreement, including its disclosure of Confidential Information to the other party, does not violate any applicable law or contract or constitute a breach of any fiduciary duty or other legal obligation of the party.

6. Equitable Remedies. Recipient acknowledges that a breach of this Agreement may cause irreparable harm to Discloser for which Discloser may be entitled to monetary damages.

Discloser's breach of this Agreement may cause irreparable harm to Recipient for which Recipient may be entitled to injunctive or other equitable relief as well as monetary damages.

7. Residual Knowledge. The preceding provisions shall not prevent Recipient from using any Confidential Information for any purpose in its non-tangible form which may be mentally retained by Recipient or its employees, agents, or independent contractors.

Recipient shall be free to use residual knowledge of Confidential Information. "Residual knowledge" shall mean that information in the possession of Recipient who have had access to the Confidential Information.

8. Miscellaneous. Either party may assign its rights and obligations under this Agreement through change in control or ownership. If the assignor owns greater than a 50% interest in the assignee, the assignee shall be bound by the terms and conditions of this Agreement.

This Agreement shall be binding on the assignor and its successor in interest who purchases or acquires all or part of the assets or equity of such entity and agrees in writing to be bound by the terms and conditions of this Agreement. This Agreement shall be void if the assignor is not a party to this Agreement. This Agreement shall be void if the assignor is not a party to this Agreement.

be governed by, enforced under, and construed and interpreted in accordance with the laws of *(insert state law to apply)* without reference to conflict of laws principles. Each party consents to venue and personal jurisdiction in *(insert place for disputes to be litigated)*. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIALITY AGREEMENT

As of _____ ("Effective Date"), this Agreement ("Agreement") governs the disclosure of information by _____ ("Discloser") to _____ ("Recipient").

1. **Definition of Confidential Information.** As used herein, "Confidential Information" shall mean all information from Discloser regarding: *(insert description of confidential information)*

2. **Handling of Confidential Information.** The Recipient agrees that at all times, and notwithstanding any termination or expiration of this Agreement, he or she shall hold in strict confidence and not disclose Confidential Information to any third party and shall use the Confidential Information only for evaluating, aiding or pursuing a business relationship with Discloser. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at the time such Confidential Information was disclosed or is otherwise contained herein.

3. **Obligations.** The Recipient's obligations under this Agreement shall terminate when the Recipient can demonstrate that: (a) the Confidential Information was already in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain through no fault of the Recipient; (c) it was already in the public domain at the time it was communicated to the Recipient; (d) the Confidential Information was disclosed to the Recipient free of any obligation of confidence or other restriction on disclosure; (e) it was developed by the Recipient or its employees or agents of the Recipient who had no actual or constructive knowledge of the Confidential Information at the time it was developed; or (f) the Confidential Information was developed completely independently of any information or Confidential Information provided by Discloser or its employees or agents of Discloser. The Recipient shall provide Discloser with prior written notice of such disclosure in order to permit Discloser to take appropriate action to protect its Confidential Information.

with respect to any portion of the Confidential Information that is in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain through no fault of the Recipient; (c) it was already in the public domain at the time it was communicated to the Recipient; (d) the Confidential Information was disclosed to the Recipient free of any obligation of confidence or other restriction on disclosure; (e) it was developed by the Recipient or its employees or agents of the Recipient who had no actual or constructive knowledge of the Confidential Information at the time it was developed; or (f) the Confidential Information was developed completely independently of any information or Confidential Information provided by Discloser or its employees or agents of Discloser. The Recipient shall provide Discloser with prior written notice of such information.

4
R
b
5
h
p
t
PREVIEW

that Discloser shall suffer irreparable harm from breach of any such breach. Either party may assign this Agreement to any change in control owns greater than fifty percent of the Discloser, and shall be bound by the terms and conditions herein; any other assignment, modification or contemporaneous agreement between the parties shall be null and void. This Agreement shall not be changed except by a written agreement signed by an officer of each party. This Agreement shall be governed by the laws of *(insert state)* and venue and personal jurisdiction in *(insert state)*. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid as a matter of law, this Agreement shall be interpreted so as to best accomplish the objective of the applicable law. This Agreement is the complete and exclusive agreement between the parties, and replaces any previous Confidential Information.

shall be entitled to injunctive relief from the Recipient or any person in interest who purchases or through whom Confidential Information is disclosed, such entity and agrees in writing to be bound by the terms and conditions of this Agreement. This Agreement supersedes any prior agreement between the parties regarding the disclosure of Confidential Information. If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be changed and the Agreement shall be interpreted so as to best accomplish the objective of the applicable law. This Agreement is the complete and exclusive agreement between the parties regarding the disclosure of Confidential Information.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

By: _____
Name: _____
Title: _____
Date: _____

Agreement to be executed as of the Effective Date.

CONFIDENTIALITY AGREEMENT

As of [redacted] ("Effective Date"), this Confidentiality Agreement ("Agreement") governs the disclosure of information by [redacted] corporation, located at [redacted] a (insert state of incorporation) ("Discloser") to [redacted] a (insert state of incorporation) corporation, located at [redacted] ("Recipient").

1. **Definition of Confidential Information.** Confidential Information shall mean any and all technical and non-technical information, including but not limited to (a) patent(s) and patent applications, (b) tradeable information and (d) proprietary information-- including, without limitation, their work, development, design details and specifications, patents, purchasing, manufacturing, customer lists, tips, business forecasts, sales and merchandising, and information regarding third parties.

2. **Exceptions to Confidential Information.** Confidential Information shall not include any portion of the Confidential Information that is in the public domain at the time it was developed by the Recipient's employees or agents of the Recipient, or information received by the Recipient by the other party; (c) information that was developed by a governmental body, was otherwise in the public domain, or was otherwise in the public domain at the time it was developed by the Recipient.

3. **Handling of Confidential Information.** Confidential Information shall remain the property of the Discloser and shall be held in strict confidence and not disclosed to any third party without the Discloser's prior written consent. Confidential Information shall not be used for any purpose other than the purpose for which it was disclosed. Confidential Information shall not be disclosed, in any form, to any third party, including but not limited to employees, agents, consultants, advisors, or other personnel, without the Discloser's prior written consent. Confidential Information shall not be used to create, develop, or improve any product, service, or process, or to register, purchase, apply for, or attempt to register, purchase, apply for, or attempt to do so, any domain name containing, in whole or in part, or any derivation of (e.g. a hyphen, underscore, or other punctuation mark) any Confidential Information, or to register, purchase, apply for, or attempt to register, purchase, apply for, or attempt to do so, any trade or service mark or name, containing Confidential Information.

4. **Term and Termination.** This Agreement shall remain in effect for a period of [insert years of disclosure covered] () years after the Effective Date. The Agreement shall survive termination of the Agreement between the parties and shall remain in effect for a period of [insert years info kept confidential] () years after the Effective Date, or upon written request of the Discloser, and other tangible materials representing Confidential Information shall be promptly returned to the Discloser.

5. **No Export.** Recipient shall not export Confidential Information to any country for which the U.S. Government or any agency has restricted the export of Confidential Information.

5. **No Export.** Recipient shall not export Confidential Information to any country for which the U.S. Government or any agency has restricted the export of Confidential Information.

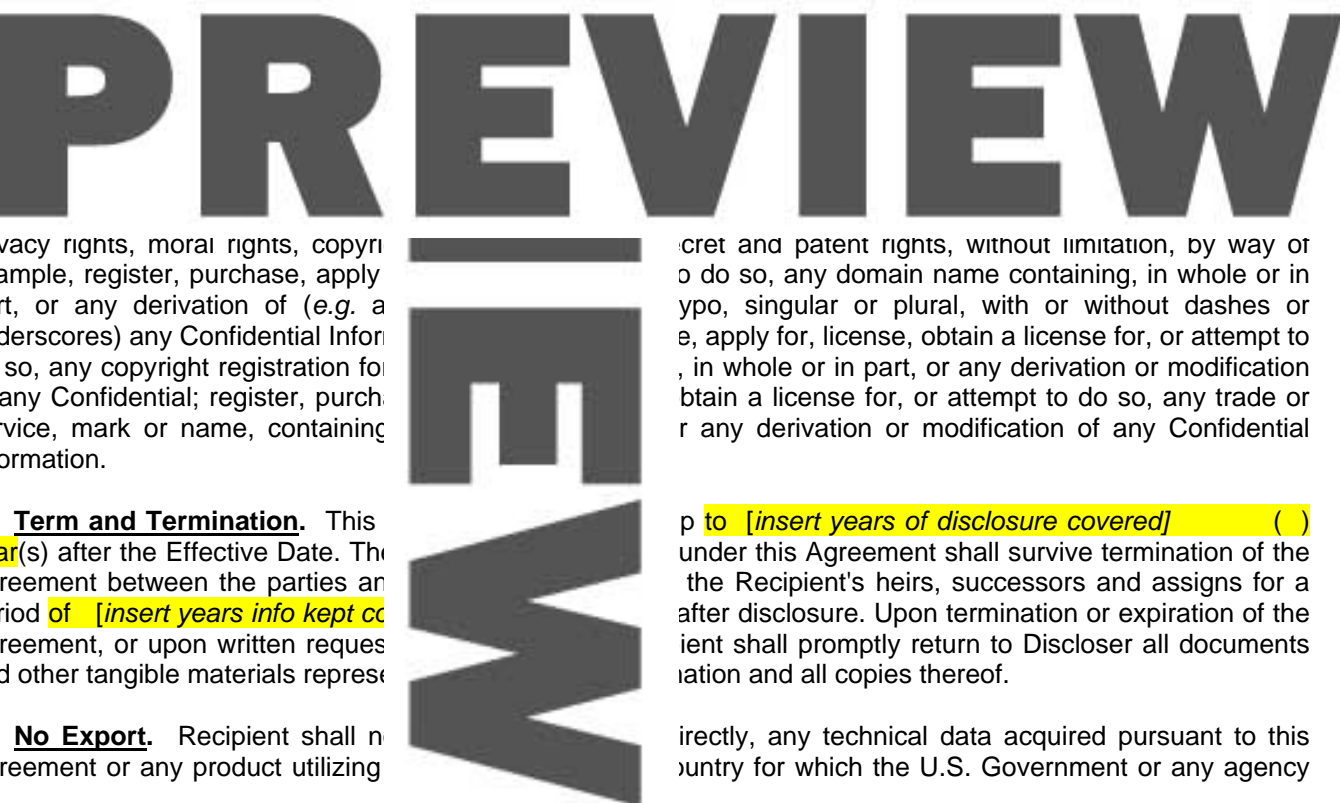
6. **Assignment.** Recipient shall not assign, transfer, or otherwise dispose of its obligations under this Agreement with respect to Confidential Information, except as may be necessary to establish the rights of either party under this Agreement.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all other agreements, understandings, or arrangements, whether written or oral, relating to the subject matter hereof.

8. **Force Majeure.** This Agreement shall be binding and enforceable under the laws of the State of [insert state of incorporation].

9. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall survive and remain enforceable.

10. **Waiver.** Recipient's failure to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.



8. **No Grant of Rights.** The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

9. **Equitable Remedies.** Recipient acknowledges irreparable harm to Discloser for which Discloser may be entitled to monetary damages.

10. **Miscellaneous.** Either party may assign this Agreement through change in control owns greater than 50% of the entity. This Agreement shall be governed by, enforced under, and construed to be governed by, *state law to apply* without reference to conflict of laws. The Agreement is found by a proper authority to not render this Agreement unenforceable or void. The Agreement shall be construed and interpreted so as to best accord with the limits of applicable law. The Agreement shall govern Confidential Information between the parties and any other parties regarding Confidential Information.

IN WITNESS WHEREOF, the parties have hereunto executed as of the Effective Date.

By: _____
Name: _____
Title: _____
Date: _____

PREVIEW

Discloser's breach of this Agreement may cause Discloser to be entitled to injunctive or other equitable relief as well as monetary damages.

Each party consents to venue and personal jurisdiction in the state of *insert*. If any provision of this Agreement is found to be invalid, unenforceable or invalidity shall not affect the enforceability of the remaining provisions. In such event, such provision shall be deemed to be unenforceable or invalid provision within the scope of the disclosure of Confidential Information within any oral or written communications between the parties.

This Agreement shall be deemed to be a Mutual Confidentiality Agreement to be binding on the parties.

