

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:

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 least as restrictive as those contained herein.

3. **Obligations.** The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; (e) it was developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient, and was developed completely independently of any information communicated to the Recipient; or (f) the communication was in response to a valid order by a court or other governmental body, and Recipient provided Discloser with prior written notice of such disclosure in order to permit Discloser to seek confidential treatment of such information.

4. **Term and Termination.** This Agreement shall terminate () year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns.

5. **Misc.** If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Recipient agrees that Discloser shall suffer irreparable harm from breach of this Agreement and shall be entitled to injunctive relief from any such breach. Either party may assign this Agreement to any successor in interest who purchases or through change in control owns greater than fifty percent of the assets or equity of such entity and agrees in writing to be bound by the terms and conditions herein; any other assignment shall be void. This Agreement supersedes any prior or contemporaneous agreement between the parties relating to the disclosure of the confidential information as indicated herein and shall not be changed except by written agreement signed by an officer of each party. This Agreement shall be governed by the laws of and both parties consent to venue and personal jurisdiction in

. 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: _____
Name: _____
Title: _____
Date: _____

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