

# **NON-DISCLOSURE AGREEMENT**

This Agreement is between \_\_\_\_\_ (“Disclosing Party”) and \_\_\_\_\_ (“Recipients”), as follows:

WHEREAS, Disclosing Party has developed through substantial effort, research, time and expense certain inventions, technical know-how, and trade secrets directed and related to the following subject matter to be disclosed: \_\_\_\_\_ (“Information”);

WHEREAS, Disclosing Party desires to disclose the Information on a confidential basis for Recipients evaluating the possibility of an investment and/or business relationship with Disclosing Party; and

WHEREAS, Recipients desires to learn of the Information on a confidential basis for evaluating the possibility of an investment and/or business relationship with Disclosing Party;

Recipients agree to receive the Information in confidence and to refrain from using, other than for making an evaluation of the Information, or disclosing the Information for a period of three (3) years from the date of this Agreement, except that Recipients may disclose the Information to any of Recipients’ employees only after each such employee has signed this secrecy agreement or an identical secrecy agreement for the protection of Disclosing Party, and except that Recipients may disclose the Information to any person with a need to know only after such person is advised of the confidentiality of the Information and signs this Agreement or an identical secrecy agreement for the protection of Disclosing Party;

It is understood that Recipients shall not be liable for disclosure or use of the Information if and to the extent that the Information (a) was in the public domain at the time it was disclosed, (b) was known to, and recorded in a single instrument by Recipients at the time of the disclosure, (c) is disclosed or used by one other than Disclosing Party after three (3) years from the date of this Agreement, (d) becomes known to Recipients from a source other than Disclosing Party without breach of this Agreement by Recipients, or (e) concerns solely Recipients’ existing business and/or intellectual property.

It is agreed that this Agreement is to remain in force in spite of disclosure of the Information by Disclosing Party in the form of patent applications, copyright applications, or other disclosures by Disclosing Party.

No right or license is granted by Disclosing Party in connection with the Information except as expressly set forth herein.

**DISCLOSING PARTY**

\_\_\_\_\_, \_\_\_\_\_ 2011  
(DATE)

By: \_\_\_\_\_  
(PRINTED NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE)

**RECIPIENTS**

\_\_\_\_\_, \_\_\_\_\_ 2011  
(DATE)

By: \_\_\_\_\_  
(PRINTED NAME AND TITLE)

\_\_\_\_\_  
(SIGNATURE)