

Non-disclosure & Confidential Information Agreement

This agreement is made and entered into this _____ Day of _____, _____, by and between _____, a _____, having its principal place of business at _____, (hereinafter referred to as "**Owner**"), and _____ a _____ having its principal place of business at _____ (hereinafter referred to as "**Recipient**").

Whereas, The Owner desires to furnish the Recipient with information of a confidential and private nature including but not limited to; Engineering, Research and Development, Product Development, Marketing, Customer Lists, Processes, Methods, Electronic Circuit Schematics, Hardware Description Language Definitions, Data, Source and Machine Readable Code, Mechanical and Assembly Drawings and other information designated by owner as "**Proprietary**", "**Confidential**", or "**Secret**", (hereinafter referred to as "**Confidential Information**").

Whereas, The Recipient desires to gain the opportunity to review Owners Confidential Information, Recipient understands and agrees to consider such Confidential Information as the Proprietary and Private Property of the Owner and agrees to keep all such information confidential whether or not this information is protected under patent, copyright or trade secret laws. Recipient also agrees to take all steps necessary and appropriate to avoid inadvertent, unpermitted or unauthorized disclosure of Owners Confidential Information. Recipient agrees not to publish, copy, or reproduce in any way Owners Confidential Information or documents without written permission of Owner. To never directly or indirectly use, sell, disseminate, disclose, lecture upon, publish or otherwise convey or communicate to any third party or person(s) Owners Confidential Information without written permission of Owner. To notify Owner immediately upon learning of any unauthorized possession, use or knowledge of Owners Confidential Information and provide promptly all known details of such possession, use or knowledge. Recipient also agrees that Owners Confidential Information is and shall remain the property of the Owner and that all such Confidential Information and any permitted copies thereof shall be promptly returned to the Owner upon written request.

The Recipient shall have no duty of confidentiality under this Agreement with respect to any information provided by Owner which is known to Recipient at the time of its disclosure to Recipient, is known publicly through no wrongful act of Recipient, is received from a third party without breach of the restrictions contained in this agreement, is independently developed by Recipient, is approved by release by Owner, or is required by Court Order to be disclosed provided that Owner is informed of such Court Order and is given reasonable opportunity to prevent disclosure under a protective order.

The Restrictions and Obligations contained herein shall continue for a period of three (3) years from the date of each disclosure under this Agreement.

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter of this Agreement. Any amendment or modification of the Agreement shall be in writing and executed between the Owner and Recipient or the duly authorized representatives of the Owner and Recipient. This Agreement shall be binding upon Recipient, its successors and assigns. Recipient shall not assign this Agreement or any Confidential Information without Owners prior written consent.

Recipient agrees that, in addition to whatever remedies may be available to Owner under applicable law, Owner shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by Recipient. Recipient expressly agrees that it shall bear all costs and expenses, including reasonable attorneys' fees and costs, incurred by Owner in enforcing the provisions of this agreement.

This Agreement shall be governed and enforced in accordance by the laws of the State of _____ and supersedes all prior agreements and understandings between the Owner and Recipient relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, The parties have executed this Agreement as of the date first written above.

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