

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made and effective as of the last date of execution by the undersigned, by and between \_\_\_\_\_, (hereinafter referred to as the DISCLOSER), and \_\_\_\_\_ (hereinafter referred to as the RECIPIENT), jointly referred to herein as the PARTIES.

WHEREAS, the DISCLOSER has developed and/or owns certain trade secrets, secret processes, secret designs, and/or other confidential information relating to an invention for a

\_\_\_\_\_, (hereinafter referred to as the PROPRIETARY INFORMATION) and whereas the RECIPIENT desires to examine the PROPRIETARY INFORMATION for purposes of evaluating certain commercial and/or technical aspects thereof, the PARTIES hereby agree that the DISCLOSER shall make to the RECIPIENT and the RECIPIENT shall receive from the DISCLOSER confidential disclosure of the PROPRIETARY INFORMATION on the terms and conditions herein set forth and solely for the purposes stated above.

In consideration of the disclosures to be made by the DISCLOSER to the RECIPIENT and the mutual promises and covenants herein contained, the PARTIES further agree as follows:

1. For the sole purpose of enabling the RECIPIENT to evaluate certain commercial and/or technical aspects of the PROPRIETARY INFORMATION, the DISCLOSER agrees to disclose to the RECIPIENT said PROPRIETARY INFORMATION.
2. The RECIPIENT agrees that all right, title and interest in the PROPRIETARY INFORMATION is and shall remain solely the property of the DISCLOSER. The RECIPIENT acknowledges that one or more U.S. and/or foreign patent applications have been or may be filed to protect certain aspects of the PROPRIETARY INFORMATION, and agrees that all right, title and interest in said patent applications, any patents issuing thereon, and any other intellectual property interests in and to the PROPRIETARY INFORMATION and/or any modifications or improvements thereto is and shall remain solely the property of the DISCLOSER, and shall be fully enforceable against the RECIPIENT for any infringement thereof.
3. The RECIPIENT further agrees that all right, title and interest in any improvements or developments to the PROPRIETARY INFORMATION, whether made by the DISCLOSER, by the RECIPIENT, or jointly made by the DISCLOSER and the RECIPIENT, arising out of any disclosure of the

PROPRIETARY INFORMATION by the DISCLOSER to the RECIPIENT is and shall remain solely the property of the DISCLOSER. The RECIPIENT agrees to take such action as is reasonably requested by the DISCLOSER, without further compensation, to perfect and secure DISCLOSER's right, title and interest in any improvements or developments to the PROPRIETARY INFORMATION.

4. The RECIPIENT understands that certain aspects of the PROPRIETARY INFORMATION derive economic value from not being generally known to others. The RECIPIENT agrees that the RECIPIENT, its officers, employees, agents and others acting on behalf of the RECIPIENT shall maintain the PROPRIETARY INFORMATION in confidence and shall not disclose said PROPRIETARY INFORMATION to anyone else, nor use said PROPRIETARY INFORMATION for the benefit of the RECIPIENT, for their own benefit or for the benefit of others without the consent in writing of the DISCLOSER. RECIPIENT further agrees to take all reasonable precautions to protect and preserve the confidentiality of the PROPRIETARY INFORMATION, including without limitation any and all precautions ordinarily taken by RECIPIENT in protecting RECIPIENT's own confidential information and trade secrets. The provisions of this paragraph shall not apply to any disclosures made by the DISCLOSER to the RECIPIENT: (a) which without violating any legal right of the DISCLOSER were known to or used by the RECIPIENT prior to the earliest date of disclosure by the DISCLOSER to the RECIPIENT, as evidenced by the prior written records of the RECIPIENT; or (b) which without violating any legal right of the DISCLOSER and through no fault of the RECIPIENT are lawfully and in good faith disclosed to the RECIPIENT by a third party rightfully in possession of said information and who is not a licensee of the DISCLOSER; or (c) which without violating any legal right of the DISCLOSER and through no fault of the RECIPIENT, is or becomes available in the public domain. In the event RECIPIENT is ever compelled to disclose the PROPRIETARY INFORMATION or any portion thereof by a court, government agency, or other authority, RECIPIENT will give prior notice to DISCLOSER and allow DISCLOSER an opportunity to intervene and be heard prior to making any disclosure.
5. The PROPRIETARY INFORMATION shall only be disclosed to such officers, employees, agents or others acting on behalf of the RECIPIENT as is required for the proper evaluation thereof, and such parties shall be fully bound by the provisions hereof.
6. Nothing in this Agreement shall be construed as expressly or implicitly granting to either party any right or license under any patent, trade secret, or know-how now or hereafter possessed by the other party.
7. The RECIPIENT agrees to promptly return to the DISCLOSER all descriptions, drawings, models, samples or other materials pertaining to the PROPRIETARY INFORMATION, and all copies thereof, within thirty (30)

