

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Whereas _____ (“Company”) wishes to disclose proprietary information, including various technical knowledge, and business information relating to _____, and specifically _____ [state with particularity the info. that will be disclosed] to the undersigned party (“Recipient”) for _____ and _____ and companies developed by them later and whereas Company desires to maintain the confidentiality of this disclosure for the purpose of securing her rights under federal and state laws in the United States and under the laws of certain foreign countries, and may wish to modify, supplement, or improve upon the Confidential Information at a later date or enter into experimental or clinical testing prior to a public disclosure of inventions embodying the Confidential Information, it is agreed that:

1. Confidentiality.

(a) Company will disclose the above Confidential Information to the Recipient on a confidential basis, and any disclosed information will be maintained by Recipient as confidential. “Confidential Information” as used herein includes all documentation, know-how and data related thereto which is disclosed by Company and which is received by Recipient. Company retains all rights in the Confidential Information, including but not limited to copyright, the right to apply for patents, and all other intellectual property rights.

(b) This agreement of confidentiality shall not apply to any information which: (a) was known to the Recipient prior to the time of the disclosure; (b) is disclosed without solicitation to the Recipient by an independent third party who neither owes a duty of confidentiality to Company, nor illegally obtained the confidential information from Company.

2. Duty of Care.

Company and the Recipient will take all reasonable measures under the circumstances to maintain the confidentiality of the Confidential Information, including but not limited to marking any documents, drawings, or other tangible items as “Confidential” or with another suitable legend to the extent possible, and having each employee or other individual to whom the Confidential Information is disclosed sign a copy of this Confidentiality And Nondisclosure Agreement. The Recipient will not use or disclose the Confidential Information or related proprietary information except as authorized by Company pursuant to this agreement for a period of eight years. Recipient agrees that it shall hold the Confidential Information in confidence for Company and shall exercise the same degree of care to prevent disclosure to others as it takes to preserve and safeguard its own proprietary information, but in any event Recipient agrees to exercise no less than a reasonable degree of care.

3. Return of Information.

The disclosed Confidential Information and all duplicates or derivatives shall be returned to Company upon its request, including any tangible items such as prototypes or equipment. The Recipient may retain one copy of the disclosed information in a secure location for verification purposes only.

4. No Acquisition of Rights.

No title, license, copyrights or any other rights are granted or implied under this Agreement, except the right to review the Confidential Information.

5. Place of Jurisdiction, Entire Agreement.

This agreement shall be governed by and construed according to the laws of the State of _____ and the laws of the United States, and represents the entire agreement regarding the confidential disclosure of this proprietary information.

CERTIFICATION

Company: [Insert Company Name]

[Insert Company Address]

By [Insert Name], Founder and President

Signature

Date

Recipient:

(Address): _____

By: _____

Signature

Date