

## **NON DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT is provided on \_\_\_\_\_

By \_\_\_\_\_ ("Participant") to \_\_\_\_\_ of \_\_\_\_\_.

Purpose: Participant wishes to explore and discuss business opportunities of mutual interest, and in connection with such opportunities, may disclose certain confidential business information that \_\_\_\_\_ desires to treat as confidential.

"Confidential Information" means any information disclosed by \_\_\_\_\_, either directly or indirectly, provided before or after the execution of this document, in writing, orally or by inspection of tangible objects (including, without limitation, documents) that are designated as "Confidential", "Proprietary" or some similar designation, or is of such a nature or has been disclosed in such a manner that it should be obvious to Participant that such is confidential. Confidential Information also includes, without limitation, a party's trade secrets, know-how and proprietary information as well as business plans, financial data and the status and terms of any discussions between the parties regarding potential business transactions. Confidential Information shall not include, however, any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; except in its application to this particular venture (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; and can be proven by the receiving party (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without breach of such third party's obligations without use of or reference to the disclosing party's possession; or (v) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Participant agrees not to use any Confidential Information of \_\_\_\_\_ for any purpose except to evaluate and engage in discussions concerning potential business relationships.

Maintenance of Confidentiality. Participant shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of \_\_\_\_\_. Participant shall not make any copies of the Confidential Information of the other party unless the same are previously approved by \_\_\_\_\_ in writing.

Ongoing Development. Nothing in this Agreement shall prohibit or restrict Participant's right to develop, use or market services or products similar and/or competitive with those of \_\_\_\_\_ consistent with Participant's obligations of confidentiality and non-disclosure contained herein. Participant shall remain free to use in the course of its business its general knowledge, skills and experience incurred before, during or after the date of this Agreement and the activities hereunder.

No Obligation. Nothing herein shall obligate \_\_\_\_\_ or Participant to proceed with any transaction and both reserve the right, in their sole discretion, to terminate the discussions contemplated by this Agreement concerning any business opportunities. Upon termination of such discussions, Participant shall return all confidential information.

Participant (signature) \_\_\_\_\_ Print Name: \_\_\_\_\_