

NONDISCLOSURE AGREEMENT (Page 1 of 2)

1. This Nondisclosure Agreement (the “Agreement”) is entered into by and between

\_\_\_\_\_ (“Disclosing Party”)

and

\_\_\_\_\_ (“Receiving Party”)

for the purpose of preventing the unauthorized disclosure of Confidential Information as described below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information” outlined on page 2).

2. In consideration to support the mutual promises of the Disclosing Party and the Receiving Party, and other good and valuable consideration, the sufficiency of which the Disclosing and Receiving Parties hereby acknowledge, Receiving Party agrees with Disclosing Party as follows:

- a. Receiving Party will not disclose to any person not named in this agreement the nature or the actual confidential information disclosed in discussions or writing, for a period of 2 years from the date signed below, for any purpose not authorized (preferably in writing) by the disclosing party.
- b. The Receiving Party will not utilize the disclosed information, invention, idea, concept, business concept, for any purpose EXCEPT for the exclusive benefit of the Disclosing party.
- c. This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement.

3. Copies of this document are to be maintained by both parties.

IN WITNESS WHEREOF, the Receiving Party and Disclosing Party hereto knowingly and voluntarily executed this Agreement as of the dates set forth below:

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

Disclosing Party

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

Receiving Party

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Description of the confidential information covered by this document:

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