

NONDISCLOSURE AGREEMENT

In connection with your review of _____, a(n) _____ and its products (the “Company”), you will be presented with and/or given certain information, which is non-public, confidential or proprietary in nature. That information, and any other information concerning the Company, furnished to you by or on behalf of the Company or its representatives (at any time on, before or after the date of this Agreement), together with analyses, compilations, drawings, plans, studies or other documents prepared by you, or by your agents, representatives, or employees which contain or otherwise reflect such information or your review of, or interest in the Company and its products is hereinafter referred to as the “Information.” In consideration of furnishing the Information to you, you agree that:

1. The Information shall be kept confidential and shall not, without the prior written consent of the Company, be disclosed by you, or by your agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by you, your agents, representatives or employees, other than in connection with evaluating the Company and its products. Moreover, you agree to reveal the Information only to your agents, representatives and employees who need to know the Information for the purpose of evaluating the Company and its products. You shall be responsible for any breach of this Agreement by your agents, representatives or employees (including your employees who, subsequent to the first date of disclosure of Information hereunder, become former employees). You agree to take all reasonable measures, including, but not limited to court proceedings, to restrain your agents, representatives, employees (or former employees) from unauthorized disclosure or use of the Information.

2. Without the prior written consent of the Company, you and your agents, representatives and employees shall not disclose to any third person or entity the fact that Information has been made available, that discussions or negotiations are taking place concerning the evaluation of the Company or its products by you, or any of the terms, conditions or other facts with respect to any possible transaction (including the status thereof).

3. This Agreement shall be inoperative as to such portions of the Information that: (i) are or become generally available to the public through no fault or action by you or by your agents, representatives or employees, or (ii) become available to you on a non-confidential basis from a source, other than the Company, or any agent associated with the Company.

4. Either party hereto shall have the right, at any time, to terminate, in writing, the discussions and exchange of information in connection with the exploration of the possibilities of a business relationship between the parties without any further obligation or liability to the other party, other than the duty to return all Information and the continuing obligation of confidentiality hereunder. Each party is free to use its own confidential information in pursuing other business relationships.

5. The Company has endeavored to include in the Information those materials that it believes to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the Company nor any persons associated with the Company, its representatives or employees have made any representation or warranty as to the accuracy or completeness of the Information.

6. If any dispute arises under the terms of this Agreement, and the Company prevails in a resolution of said dispute, the Company shall be entitled to the recovery of reasonable attorneys fees and costs, in addition to any other award deemed appropriate by a court or other tribunal of competent jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of _____, and venue for any action or proceeding shall be _____.

7. You acknowledge that the remedy of damages may be inadequate to protect the interests of the Company in the event of breach or threatened breach of this Agreement. Accordingly, you acknowledge the availability and propriety of injunctive or other equitable relief to the Company in addition to any other remedy at law which may be available to the Company.

Please confirm your agreement to the foregoing by signing in the place provided below. Executed this _____th day of _____, 20____, at _____ (city and state).

By:
Title: