

NON-DISCLOSURE AGREEMENT

((Your Company) Disclosing)

This non-disclosure agreement ("Agreement") is between (Your Company) at , a component of (Your Company)System ("System") and ("Company") a corporation, having a business address at .

I. RECITALS

A. Company wishes to receive certain trade secret, confidential and proprietary information (hereinafter collectively "Information") pertaining to . This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. Company wishes to receive the Information for the sole purpose of .

C. (Your Company) is willing to disclose the Information and Company is willing to receive the Information (as "Receiving Party") on the terms and conditions set forth herein.

Therefore, (Your Company) and Company agree, as follows:

1. That the disclosure of Information by (Your Company) is in strictest confidence and thus Company will:

a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;

b. Use the Information only for the above purpose;

c. Restrict disclosure of the Information solely to those employees of Company having a need to know such Information in order to accomplish the purpose stated above;

d. Advise each such employee, before he or she receives access to the Information, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations;

e. Within fifteen (15) days following request of (Your Company), return to (Your Company) all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to (Your Company), in writing, the destruction of such materials; and

f. Immediately upon sale of Company or merger of Company with a third party, return to (Your Company) all documentation, copies, notes, diagrams, computer

memory media and other materials containing any portion of the Information, or confirm to (Your Company), in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Company with respect to any portion of the Information received from (Your Company) which (a)(1) was known to the Company prior to disclosure by (Your Company) and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, © is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Company or (e) is generally disclosed by (Your Company) to third parties without any obligation on the third parties.

3. This Agreement imposes no obligation on Company with respect to any portion of the Information disclosed by (Your Company), unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to the Company within thirty (30) days of the disclosure. Information disclosed by (Your Company) in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. Company hereby acknowledges receipt of the items listed in Schedule A, if any.

4. The Information shall remain the sole property of (Your Company).

5. (Your Company) DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, (Your Company) DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. (Your Company) SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.

6. In the event of a breach or threatened breach or intended breach of this Agreement by Company, (Your Company), in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. The validity, construction, and performance of this Agreement are governed by the laws of the state of (Your State).

8. The rights and obligations of the parties under this Agreement may not be

sold, assigned or otherwise transferred.

9. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney’s fees, incurred in the proceeding.

This Agreement is binding upon (Your Company) and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Company’s obligations of confidentiality and restrictions on use of the Information disclosed by (Your Company) shall survive termination of this Agreement.

(Your Company) at _____

By: _____
Name: _____
Title: _____
Date: _____

(Company)

By: _____
Name: _____
Title: _____
Date: _____

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NON-DISCLOSURE AGREEMENT

((Your Company) Receiving)

This non-disclosure agreement (“Agreement”) is between (Your Company)(“(Your Company)”) a component of (Your Company)System (“System”) and (“Company”), a corporation having a business address at .

RECITALS

A. Company wishes to disclose and (Your Company) wishes to receive certain information from Company represented by Company to be confidential and proprietary information (hereinafter collectively, “Information”) pertaining to . This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. (Your Company) wishes to receive and Company wishes to disclose the Information for the sole purpose of .

AGREEMENTS

Therefore, (Your Company) and Company agree, as follows:

1. That the disclosure of Information by Company is in confidence and thus (Your Company) agrees to:

a. (1) Not disclose the Information to any other person and (2) use at least the same degree of care to maintain the Information confidential as (Your Company) uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;

b. Use the Information only for the above purpose;

c. Restrict disclosure of the Information solely to those employees of (Your Company) having a need to know such Information in order to accomplish the purpose stated above;

d. Advise each such employee, before he or she receives access to the Information, of the obligations of (Your Company) under this Agreement, and require each such employee to maintain those obligations.

e. Within fifteen (15) days following request of Company return to the Company all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Company, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on (Your Company) with respect to any portion of the Information received from Company which (a) was known to (Your Company) prior to disclosure by company, (b) is lawfully obtained by (Your Company) from a third party under no obligation of confidentiality, © is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by (Your Company) or (e) is disclosed by Company to a third party without a duty of confidentiality on the third party.

3. This Agreement imposes no obligation on (Your Company) with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to (Your Company) within thirty (30) days of the disclosure. Information disclosed by Company in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. (Your Company) hereby acknowledges receipt of the items listed in Schedule A, if any.

4. The Information shall remain the sole property of Company.

5. In the event of a breach or threatened breach or intended breach of this

Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

6. (Your Company) agrees it will not export, directly or indirectly, any technical data acquired from Company or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

7. The validity, construction, and performance of this Agreement are governed by the laws of the State of (Your State), and suit may be brought in (Your State) to enforce the terms of this Agreement.

8. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon (Your Company) and Company and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, (Your Company)'s obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive termination of this Agreement.

(Your Company) at _____

By: _____
Name: _____
Title: _____
Date: _____

(Company)

By: _____
Name: _____
Title: _____
Date: _____

MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is between (Your Company) ("Your Company") a component of (Your Company) System ("System") and ("Company"), a corporation having a business address at .

RECITALS

A. Company and (Your Company) wish to exchange certain information pertaining to . This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.

B. (Your Company) and Company wish to exchange the information for the sole purpose of and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").

C. (Your Company) and Company are willing to disclose Information (as "Owning Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein.

AGREEMENTS

Therefore, (Your Company) and Company agree, as follows:

1. The Receiving Party will:

a. (1) Not disclose Information of Owning Party to any other person and (2) use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care;

b. Use the Information only for the above purpose;

c. Restrict disclosure of the Information of the Owning Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;

d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.

e. Within fifteen (15) days following request of Owning Party return to Owning Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Owning Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Owning Party which (a) was known to Receiving Party prior to disclosure by Owning Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, © is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party or (e) is disclosed by Owning Party to a third party without a duty of confidentiality on the third party.

3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to Receiving Party within thirty (30) days of the disclosure. Information disclosed by Owing Party in a written document or machine readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedules A and B attached hereto. Schedules A and B are incorporated herein by reference. Receiving Party hereby acknowledges receipt of the items listed in Schedules A and B, if any.

4. The Information shall remain the sole property of Owing Party.

5. NEITHER OWNING PARTY MAKES ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER OWNING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER OWNING PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE RECEIVING PARTY.

6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. The Receiving Party will not export, directly or indirectly, any technical data acquired from Owing Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

8. The validity, construction, and performance of this Agreement are governed by the laws of the State of (Your State), and suit may be brought in (Your State) to enforce the terms of this Agreement.

9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of

execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive termination of this Agreement.

(Your Company) at _____

By: _____
Name: _____
Title: _____
Date: _____

(Company)

By: _____
Name: _____
Title: _____
Date: _____