



Non-Disclosure Agreement

_____, (the "Discloser") and
_____, (the "Recipient"), agree:

Discloser may from time to time disclose to Recipient certain confidential information or trade secrets generally regarding _____

Recipient agrees that it shall not disclose the information so conveyed, unless in conformity with this agreement. Recipient shall limit disclosure to the officers and employees of Recipient with a reasonable "need to know" the information, and shall protect the same from disclosure with reasonable diligence.

As to all information which Discloser claims is confidential, Discloser shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the information which Discloser is disclosing is not in written form, for example, a machine or device, Discloser shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by Discloser. Recipient agrees upon reasonable notice to return the confidential tangible material provided by it by Discloser upon reasonable request.

The obligation of non-disclosure shall terminate when if any of the following occurs:

- (a) The confidential information becomes known to the public without the fault of Recipient or;
- (b) The information is disclosed publicly by Discloser or ;
- (c) a period of _____ months passes from the disclosure, or;
- (d) the information loses its status as confidential through no fault of Recipient

In any event, the obligation of non-disclosure shall not apply to information which was known to Recipient prior to the execution of this agreement.

Signature of Discloser

Dated

Name of Discloser

Signature of Recipient

Dated

Name of Recipient