

NON-DISCLOSURE AGREEMENT

_____, and _____, agree:

_____ and _____ may from time to time disclose to one another certain confidential information or trade secrets generally regarding _____.

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

As to all information which each party claims is confidential, they 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 confidential information which is disclosed is not in written form, for example, a machine or device, the parties shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by the party. The parties agree upon reasonable notice to return the confidential tangible material provided by the other party 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 the party receiving disclosure, or;
- (b) The information is disclosed publicly by the party disclosing, or ;
- (c) a period of _____ passes from the disclosure, or;
- (d) the information loses its status as confidential through no fault of the party receiving disclosure.

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

Dated: _____
