

NON-DISCLOSURE AGREEMENT

_____, and _____, agree:

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

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

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

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

Dated: _____

