

NONDISCLOSURE AGREEMENT

THIS AGREEMENT, entered as of this day _____, between _____ (hereinafter referred to as the "Owner"), located at _____ and _____ (hereinafter referred to as the "Recipient"). located at _____ . WHEREAS, the Owner has developed certain valuable information, concepts, ideas, or designs, which the Owner deems confidential (Hereinafter referred to as the "Information"); and WHEREAS, the recipient is in the business of using such information for its projects and wishes to review the information; and WHEREAS, the owner wishes to disclose the information to the Recipient; and WHEREAS, the recipient is willing to not disclose this information, as provided in this agreement. NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties here to agree as follows:

1. DISCLOSURE. Owners shall disclose (what is the product) to the Recipient the Information, Which concerns: _____.

2. PURPOSE. Recipient agrees that this disclosure is only for the purpose of the Recipient's evaluation to determine its interest in the commercial exploitation of the information.

3. LIMITATION ON USE. Recipient agrees not to manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to the information.

4. CONFIDENTIALITY. Recipient understands and agrees that the authorized disclosure of the Information by the Recipient to others would irreparably damage the Owner. As consideration and in return for the disclosure on this Information, the Recipient shall keep secret and hold in confidence all such Information and treat the Information as if it were the Recipient's own proprietary property by not disclosing it to any person or entity.

5. GOOD FAITH NEGOTIATIONS. If, on the basis of the evaluation of the Information, Recipient wishes to pursue the exploitation thereof, Recipient agrees to enter into good faith negotiations to arrive at a satisfactory agreement for these purposes. Until and unless such agreement is entered into, this Nondisclosure Agreement shall remain in force.

6. MISCELLANY. The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Owner Party

Recipient Party

By _____

By _____

Name:

Name:

Title:

Title: