

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

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Mutual Non-Disclosure and Non-Circumvention Agreement

This Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made and entered into as of the ____ day of _____ 200_ by and between:

Company Name:

Company Name:

Officer's Name:	Officer's Name:
Address:	Address:
(having its principal place of business at)	(having its principal place of business at)
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
(hereinafter referred to as the "First Party")	(hereinafter referred to as the "Second Party")

(hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

WITNESSETH:

1. Purpose. The First Party and Second Party wish to explore a business opportunity of mutual interest concerning each Party's business, operations, proprietary technology, and products. In connection with this opportunity certain trade secrets and business information proprietary to each Party and which each Party considers Confidential Information (as defined below) may be provided to one Party (the "Promisor") by the other party (the "Discloser"). This Agreement is intended to allow both Parties to have open discussions regarding Confidential Information, while still affording complete protection of the Discloser's confidential Information against disclosure or unauthorized use. Written agreements regarding authorized disclosures or use of the Discloser's Confidential Information may, but need not, be entered into between the Parties in the future.
2. Definition. "Confidential Information" means any disclosure of proprietary information relating to:

1st Party : _____ 2nd Party : _____

- i. the Discloser's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products, services software, inventions, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information (collectively "Technical Information"), and
- ii. proprietary information relating to the discloser's operations and business or financial plans or strategies, including but not limited to customers, customer lists, vendors, suppliers, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information (collectively, "Business Information"), disclosed to Promisor by the Discloser, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities.

Confidential Information does not include any of the foregoing items which:

- i. is known to Promisor at the time of the disclosure to Promisor by the Discloser as evidenced by written records of Promisor,
- ii. has become publicly known and made generally available through no wrongful act of Promisor, or
- iii. has been rightfully received by Promisor from a third party who is authorized to make such disclosures.

3. Non-Disclosure of Confidential Information. Promisor agrees not use any Confidential Information disclosed to it by the Discloser for its own purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Promisor and the Discloser. Promisor will not disclose any Confidential Information of the Discloser to third parties or to employees of Promisor except to its employees who are required to have the information in order to carry out the discussions of the contemplated business. Promisor will have or has had its employees, contractors or agents who have access to Confidential Information of the Discloser sign a non-disclosure agreement in content substantially similar to this Agreement and will promptly notify the Discloser in writing of the names of each such employee upon the request of the Discloser at any time. Promisor agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Promisor utilizes to protect its own Confidential Information of a similar nature, but in any