

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

AGREEMENT and acknowledgment between _____ (Owner) and
_____ (Recipient).

Whereas, the Owner agrees to furnish the Recipient with certain confidential information relating to his or her business affairs for purposes of:

Reviewing, Analyzing and Evaluating for possible purchase and/or license the rights to and/or for manufacturing and/or commercial development of the Owner's

_____ ;

Whereas the Recipient agrees to review, examine, inspect or obtain such information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement,

BE IT KNOWN, that the Owner has or shall furnish to the Recipient certain confidential information (including, but not limited to, the items on the attached list), and may further allow the Recipient the right to interview the Owner, all on the following conditions:

1. The Recipient agrees to hold all confidential or proprietary information or trade secrets ("information") in trust and confidence and agrees that the information shall be used only for the contemplated purpose, shall not be used for any other purpose or disclosed to any third party.
2. At the conclusion of our discussions, or upon earlier demand by the Owner, all information, including written notes, photographs, memoranda, photocopies of the confidential material or notes taken by you, the Recipient, shall be returned to the Owner.
3. This information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by the terms of this Agreement.
4. It is understood that the Recipient shall have no obligation with respect to any information known by the Recipient prior to the date of this Agreement (other than information disclosed to Recipient by Owner) or generally known within the industry prior to the date of this Agreement, or which becomes common knowledge within the industry thereafter through means other than by default of this Agreement by Recipient. Notice of immunity is hereby provided under Defense of Trade Secrets Act, 18 USC Section 1833(b), only if disclosure is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
5. This Agreement may be modified only by a writing, signed by both parties.

Dated: _____ By _____ (Owner)

(Recipient)

Dated: _____ By _____

Signed By _____
Title _____
For _____