

NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (hereinafter referred to as the "Agreement") is made between **Insert company name** (hereinafter referred to as "Company A") and **insert company name** (hereinafter referred to as "Company B"), and will be effective as of **insert current date** (hereinafter referred to as the "Effective Date"). In course of discussions regarding potential business transactions between the parties each may disclose confidential information to the other. In order to protect the confidential nature of such information, the parties agree to the following:

1. **Definition of Confidential Information:** As used in this Agreement, "Confidential Information" means any non-public information of a party in oral, written, graphic or machine-readable form, including without limitation that which relates to patents, patent applications, research, product plans, products, inventions, processes, designs, algorithms, source code, programs, business plans, agreements with third parties, services, customers, marketing, finances or information gained by a party as a result of its discursions with the other party's personnel or business relationships, which is designated as confidential or proprietary by the disclosing party at the time of disclosure, or which considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential.
2. **Acknowledgement of Confidentiality:** Company B acknowledges that they may be exposed to confidential and proprietary information of Company A.
 - (a) Confidential Information does not include (i) information already known by Company B, (ii) information in the public domain through no wrongful act of Company B, or (iii) information received by Company B from a third party who was free to disclose it.
3. **Covenant not to Disclose:** Company B agrees not to use, commercialize, or disclose any Confidential Information to any person or entity except as Company A approves in writing. Company B agrees to use at least the same degree of care in safeguarding the Confidential Information as it uses in safeguarding their own confidential information.

Company A:

Company B:

Authorized Signature

Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____