

# Non-Disclosure Agreement

I \_\_\_\_\_ (the "RECEIVING PARTY") in exchange for the opportunity to receive CONFIDENTIAL INFORMATION about \_\_\_\_\_ from \_\_\_\_\_ (the "DISCLOSING PARTY"), and receipt of other good and valuable consideration, do agree and promise to keep all such CONFIDENTIAL INFORMATION in the strictest of confidence for the sole and exclusive benefit of the DISCLOSING PARTY. I agree to take reasonable precautions to prevent unauthorized access by others to any CONFIDENTIAL INFORMATION I receive.

As used herein the term "CONFIDENTIAL INFORMATION" shall mean only information or material that is either labeled "Confidential" if communicated to me in tangible form, or if received as a verbal communication, is subsequently confirmed to be confidential by the DISCLOSING PARTY stating so in writing within 72 hours after the verbal communication.

"NON-CONFIDENTIAL INFORMATION" shall mean information or material that (1) is publicly known at the time of the disclosure to me, or subsequently becomes publicly known through no wrongful actions of myself, (2) was already known, discovered or created by me prior to receipt from DISCLOSING PARTY; (3) is later learned by me through legitimate means other than from the DISCLOSING PARTY, or (4) is agreed in writing to be NON-CONFIDENTIAL INFORMATION. I have no obligations with respect to NON-CONFIDENTIAL INFORMATION.

The undersigned has carefully read, considered, understood, and agrees to all provisions of this Agreement.

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_