

NON-DISCLOSURE AGREEMENT

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THIS NON-DISCLOSURE AGREEMENT (the "**Agreement**") is made as of _____, 2008 (the "**Effective Date**") by and between _____, having an address at _____ ("**Discloser**"), and _____, having an address at _____ ("**Participant**").

1. PURPOSE. This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the parties have had or will have for various business purposes, such as: evaluating the possibility of entering into a business relationship and/or certain business transactions and such other purposes as the parties may agree upon in writing. This Agreement is intended to allow both parties to have open discussions while providing protection against unauthorized disclosure or use of Confidential Information (as defined below).

2. CONFIDENTIAL INFORMATION. Each party understands and agrees that during the term of this Agreement it may be furnished with or otherwise have access to non-public information that the other party considers to be of a confidential, proprietary, or trade secret nature, including but not limited to information about Discloser's marketing and other plans, financial statements and projections, investor information, techniques, procedures, source code, processes and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (collectively, the "**Confidential Information**").

3. NON-CONFIDENTIAL INFORMATION. Notwithstanding Section 2, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party, without violation of this Agreement; (b) can be demonstrated to be (x) rightfully known to the receiving party as of the time of its disclosure or (y) independently developed by the receiving party; (c) is subsequently learned independently from a third party not under a confidentiality obligation to the disclosing party; or (d) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, in which event the party subject to same shall provide prompt written notice to the other party prior to such disclosure so that such party may seek a protective order or other appropriate remedy.

4. Obligation. Each party agrees to secure and protect the Confidential Information of the other party in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event using less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees or attorneys who clearly have a need-to-know the same, in furtherance of the specific purposes of this Agreement and as expressly authorized in this Agreement. All such disclosures shall be subject to all of the terms and conditions of this Agreement, and the party making such disclosures shall be fully responsible for ensuring the compliance of all such parties with the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other. In addition, nothing in this Agreement shall be deemed to commit or bind either party to enter into any contractual or other relationship, or to purchase any goods or services of the other party.

5. OWNERSHIP AND TERMINATION. The receiving party agrees that all Confidential Information of the disclosing party is and at all times during

and after the term of this Agreement shall be the exclusive property of the disclosing party, to be used by the receiving party only for the specific purposes expressly authorized by this Agreement. No license under any patent, trademark, copyright or any other worldwide intellectual property or proprietary rights laws is either granted or implied by the disclosure or provision of any Confidential Information. All rights are reserved. Upon the termination or expiration of this Agreement, or at the request of the disclosing party at any time, the receiving party shall promptly destroy all of its copies of such Confidential Information or return the same to disclosing party (in accordance with the disclosing party's instructions), and shall, within 30 days of such termination, expiration or receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the receiving party shall not retain any copies thereof. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS, AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE OTHER PARTY'S RELIANCE THEREON. NO EXPRESS, IMPLIED, STATUTORY OR OTHER REPRESENTATIONS OR WARRANTIES ARE MADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.

6. TERM. The term of this Agreement shall be for a period of **one year** commencing on the Effective Date, unless sooner terminated upon written notice by one party to the other. The confidentiality obligations for Confidential Information constituting trade secrets (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret. The confidentiality obligations for all non-trade secret Confidential Information shall continue for a period of two years following termination or expiration of this Agreement.

7. GENERAL. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any prior or contemporaneous agreements concerning such subject matter. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and any invalid or unenforceable provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under applicable law while retaining to the maximum extent possible the intent and economic benefit of the original provision consistent with applicable law. No delay or omission by a party in exercising any right under this Agreement constitutes a waiver of that or any other right. This Agreement is governed by and will be construed in accordance with the laws of the District of Columbia, without regard to conflicts of law principles. Each party acknowledges that its breach of this Agreement may cause irreparable injury to the other party and that the other party may seek and obtain injunctive and other equitable relief against such breach. No amendment or modification of this Agreement shall be valid or binding unless made in a mutually executed writing. All notices under this Agreement shall be in writing and sent to the address listed herein (or to such different address as may be designated by a party by written notice to the other party), and shall be deemed to have delivered (a) on the date personally delivered; (b) three days following the date mailed, when mailed postage prepaid by certified mail with return receipt requested; or (c) when sent via facsimile with confirmation of receipt. All notices to Discloser shall be sent to the attention of the person indicated below. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by facsimile. This Section shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

<i>DISCLOSER</i>	PARTICIPANT
By: _____	By: _____
Address: _____ _____	Address: _____ _____
Date: _____	Date: _____