

Nondisclosure Agreement

This Nondisclosure agreement (the "Agreement") is entered into by and between _____ ("Disclosing Party") and _____ ("Recipient") to prevent the unauthorized disclosure of confidential information. Accordingly, Disclosing Party and Recipient agree as follows:

1. Confidential Information. The following constitutes confidential proprietary trade secret information ("Confidential Information") belonging to Disclosing Party:

All information, data, and materials relating to the following Invention:

_____.

2. Duty of Confidentiality. Recipient will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party's prior written consent, Recipient will not:

- (a) disclose Confidential Information to any third party;
- (b) make or permit to be made copies or other reproductions of Confidential Information; or
- (c) make any commercial use of Confidential Information.

It is agreed that the Agreement herein shall remain in force in spite of disclosure of the Information by Disclosing Party in the form of patent applications, copyright applications, or other disclosures by Disclosing Party.

3. Exclusions from Confidentiality Duty. This agreement does not apply to any information that:

- (a) was in Recipient's possession or was known to Recipient, without an obligation to keep it confidential, before such information was disclosed to Recipient by Disclosing Party;
- (b) is or becomes public knowledge through a source other than Recipient and

- through no fault of Recipient;
- (c) is or becomes lawfully available to Recipient from a source other than Disclosing Party;
 - (d) is disclosed by Recipient with Disclosing Party's prior written approval; or
 - (e) Recipient may disclose the Confidential Information to any of Recipients' employees only after each such employee has signed this secrecy agreement or an identical agreement.

4. Return of Materials. Upon Disclosing Party's written request, Recipient shall immediately return to Disclosing Party any and all materials relating to Confidential Information.

5. Term. This Agreement and Recipient's duty to hold Confidential Information in confidence takes effect on the date of execution below and shall remain in effect until Confidential Information is no longer a trade secret or until Disclosing Party sends Recipient written notice releasing Recipient from this Agreement, whichever occurs first.

6. No Rights Granted. This Agreement does not constitute a grant or an intention or commitment to grant any right, title, or interest in Confidential Information to Recipient.

7. Warranty. Disclosing Party warrants that it has the right to make the disclosures under this Agreement.

8. General Provisions. (a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose.

- (b) Entire Agreement: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
- (c) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (d) Injunctive Relief: Recipient agrees that Disclosing Party will suffer serious harm

if Recipient does not honor the terms of this Agreement. Therefore, Recipient agrees that, in addition to any other remedies available to Disclosing Party at law or in equity, it will be subject to the issuance of injunctive relief to enforce this Agreement.

- (e) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (f) Governing Law: This Agreement shall be governed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.
- (g) Successors and Assigns: This Agreement shall bind each party's heirs, successors, and assigns.

9. **Enforcement.** The Recipient acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The Disclosing Party shall be entitled to all remedies available at law.

Recipient:

Disclosing Party:

By: _____

By: _____

Printed: _____

Printed: _____

Address: _____

Address: _____

Tele: _____

Tele: _____

Title: _____

Title: _____

Dated: _____

Dated: _____