

## NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This agreement is made on *(insert date)* by and between: *(insert name of opposite party)* located at *(insert opposite parties address)* and *(insert your business name)* located at *(insert your address)*.

This Agreement shall govern the conditions of disclosure by *(insert your business name)* to *(insert opposite parties name)* of certain “Confidential Information” including but not limited to prototypes, drawings, data, trade secrets and intellectual property invented by *(insert your business name)*.

**With regard to the Confidential Information, (Insert opposite parties name) hereby agrees:**

1. Not to use the information therein except for evaluating its interest in entering a business relationship with *(your business name)*, based on the invention.
2. To safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature.
3. Not to disclose the information to others, without the express written permission of *(your business name)*, except that:
  - a. Which *(insert opposite parties name)* can demonstrate by written records was previously known;
  - b. Which are now, or become in the future, public knowledge other than through acts or omissions of *(insert opposite parties name)*;
  - c. Which are lawfully obtained by *(insert opposite parties name)* from sources independent of *(insert your business name)*;
4. That *(insert opposite parties name)* shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the information, except as may be expressly agreed to in writing by *(insert your business name)*.
5. That the secrecy obligations of *(insert opposite parties name)* with respect to the information shall continue for a period ending 3 years from the date hereof.

*(insert your business name)* will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

**NON-DISCLOSURE CONFIDENTIALITY AGREEMENT** continued...

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

Title: \_\_\_\_\_

(*insert your business name*) and SIGNATURE \_\_\_\_\_

Date (Day / Month / Year)

\_\_\_\_\_

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

Title: \_\_\_\_\_

(*insert opposite parties name*) and SIGNATURE \_\_\_\_\_

Date (Day / Month / Year)