**Confidentiality Agreement**

THIS AGREEMENT is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter ' '), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter 'Company'),

W I T N E S S E T H

A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represents that he has developed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter the 'Invention'), and that he is the absolute owner of the Invention.

B. The Invention is acknowledged by both parties to be the exclusive property of \_\_\_\_\_\_\_\_\_\_\_\_.

C. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ desires to exhibit the Invention to the Company and the Company desires to examine same with the intention of documenting the existence and the company's understanding of the Invention.

IN CONSIDERATION of the mutual covenants and obligations contained here, the parties agree as follows:

1. Upon execution of this Agreement, \_\_\_\_\_\_\_\_\_\_\_ shall disclose the Invention to the Company at its offices.

2. The Company will neither commercially use any information relating to the Invention, nor disclose any information under any circumstances to any person except on a 'need to know' basis.

3. The Company will use its reasonable efforts to keep all information relating to the Invention secret. In pursuance thereof, the Company will require the execution of a non-disclosure agreement substantially identical hereto by any person to whom information relating to the Invention is disclosed.

4. The Company acknowledges that any failure by any of its employees to abide by the terms and conditions of this Agreement shall be deemed a breach of this Agreement by the Company. A list of each recipient of information relating to the Invention shall be maintained by the Company and made available for inspection by \_\_\_\_\_\_\_\_\_\_\_ upon request.

5. The Company represents that it has a policy and procedure to protect confidential information which it will apply to the information relating to the Invention provided by \_\_\_\_\_\_\_\_\_\_\_, and that it will take all precautions to safeguard any writings, drawings, charts, formulas and related information which are supplied by \_\_\_\_\_\_\_\_\_\_.

6. No copies of any written materials or information may be made by any employee or agent of Company without the written consent of \_\_\_\_\_\_\_\_\_\_\_. All materials relating to the Invention exhibited by \_\_\_\_\_\_\_\_\_ pursuant to this Agreement shall be returned to \_\_\_\_\_\_\_\_\_ promptly upon demand.

7. The foregoing obligations and restrictions shall not apply to any information which was, at the time of receipt, otherwise known to the Company; which has been published or is otherwise within the public knowledge at the time of its disclosure to the Company; or which becomes part of the public domain without breach of this Agreement by the Company.

8. This Agreement is binding upon the parties, their personal representatives, successors and assigns, shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Company will not assign or transfer any rights or obligations hereunder without the prior written consent of \_\_\_\_\_\_\_\_\_\_\_\_\_.

9. No right or license whatsoever, either express or implied, is granted to the Company pursuant to this Agreement under any patent, patent application, or other proprietary right now or hereafter owned or controlled by \_\_\_\_\_\_\_\_\_\_\_\_\_.

10. Company fully understands that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ is prepared, based upon the representations made in this Agreement, to disclose to Company valuable trade secret information which is critical to the continued success of \_\_\_\_\_\_\_\_\_\_\_\_\_\_’s business, and Company agrees that Company will be subject to damages if it violates this Agreement by retaining for itself or disclosing to others that valuable information.

WITNESS our signatures on the date set forth above:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY

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

(Signature of Agent)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(print name and title)