**NON‑DISCLOSURE AND**

**CONFIDENTIALITY AGREEMENT**

 This Non‑Disclosure and Confidentiality Agreement (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Recipient"), as follows:

 In consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

 1. Subject to the other provisions of this Agreement, the Company agrees to disclose to the Recipient certain information and documents which have been developed by the Company, are not known to persons other than agents or employees of the Company, and which are proprietary as to the Company (collectively, the "Confidential Information") to enable the Recipient to evaluate certain business transactions which have been or may be proposed by the parties.

 2. The Recipient will not, directly or indirectly, in any manner whatsoever:

 (a) Disclose the Confidential Information to any person or entity other than its employees or advisors who have a need to know and agree to be bound by this Agreement;

 (b) Use the Confidential Information in any manner whatsoever, whether for commercial or non‑commercial purposes, other than for the purpose of evaluating certain business transactions which have been or may be proposed by the parties, provided that in so doing the Recipient shall not violate the provisions of ¶2(a); or

 (c) Fail to maintain the Confidential Information in confidence or take suitable precautions to ensure that the same are not disclosed except as otherwise authorized hereunder.

 3. The Recipient shall, within twenty‑four (24) hours following the Company's request, return to the Company all papers, documents, computer disks, software, and other media containing all or any portion of the Confidential Information, together with any notes, reports, abstracts, or documents, in any form or medium, containing any portion of the Confidential Information.

 4. The Recipient acknowledges that the Company will suffer severe and irreparable injury as a result of the Recipient's failure to comply with the restrictions contained in this Agreement, and further that the Company has no adequate remedy at law with respect to any such violation. Accordingly, the parties agree that upon any such violation, the Company is entitled, in addition to any other remedies available to it either at law or in equity, to injunctive relief (without the posting of any bond) restraining the Recipient from violation of such restrictions.

 5. The Recipient shall indemnify and hold the Company harmless from and against any loss, cost, damage, or expense paid or incurred by the Company as a result of the breach of this Agreement by the Recipient, including, without limitation, reasonable attorneys’ fees and costs.

 6. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof, and may not be amended except by an agreement in writing signed by the parties.

 7. No failure or delay by the Company in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right hereunder.

 8. This Agreement shall commence on the date hereof and shall continue for a period of three (3) years.

 9. If any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall never­theless be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.

 10. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_.

 11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

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

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

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

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

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

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