

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on and as of this ____ day of _____, _____, by and between _____ ("Vendor"), a _____ with its principal office at _____ and _____, ("Company"), a _____ with its principal office at _____. VENDOR and Company may be referred to as "Party" or collectively as "Parties" in this Agreement.

1. In order to explore a potential business relationship, both VENDOR and Company will disclose to one another information that is considered confidential.
2. Confidential Information means information disclosed by one party to the other party (whether provided directly or indirectly, oral or written, or any other form) that the Disclosing Party identifies as confidential. Confidential Information does not include information that is generally known or available to the public other than as a result of the breach of the terms of this Agreement by the Receiving Party, or information that the Receiving Party obtained or developed without violating any of the terms of this Agreement.
3. The Receiving Party may only use the Confidential Information in connection to explore a potential business relationship with the Disclosing Party. Confidential Information will be kept strictly confidential by the Receiving Party and may not be copied or modified without written consent by the Disclosing Party. The Receiving Party shall protect the Confidential Information from unauthorized access by a third party or an employee that is not involved in the development of the potential business relationship with the Disclosing Party.
4. Both Parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the Receiving Party, and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
5. This Agreement shall not in any way limit, restrict or preclude either Party from pursuing any of its present or future business activities or interests or from entering into any agreement or transaction with any person, regardless of whether such business activities or interests are competitive with the business activities or interests of the other party and regardless of whether the subject matter of any such agreement is in any way similar to any Confidential Information.
6. Within five (5) days after receiving a request by the Disclosing Party for the destruction and/or return of Confidential Information, the Receiving Party shall destroy and/or return all Confidential Information furnished to the Receiving Party by the Disclosing Party. The Receiving Party will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by the Receiving Party based upon, containing or otherwise reflecting any Confidential Information.

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7. All Confidential Information is provided on an “as is” basis. Neither Party is making any representation or warranty as to the accuracy or completeness of any of the information furnished hereunder. Both Parties further acknowledges and agrees that no Party has any obligation to authorize or pursue a potential business relationship with the other Party. This Agreement does not create any agency, partnership, or joint venture.
8. The Parties agrees to indemnify and hold harmless the other Party and its officers, directors, agents, representatives, and employees from any and all third party claims, liabilities, costs and expenses, including reasonable attorney’s fees, and costs and expenses resulting from the indemnifying Party’s material breach of any duty, representation, or warranty under this Agreement.
9. The term of this Agreement shall be three (3) years from the date hereof.
10. This Agreement embodies the understanding of the Parties regarding the subject matter hereof. No amendment or supplement to the Agreement shall be binding or effective unless it is in writing and signed by both Parties. Neither Party shall assign in whole or in part its rights or obligations under this Agreement without the written consent of the other Party. The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of _____. In the event of any dispute arising out of or relating to this Agreement, the Parties consent to the exclusive jurisdiction of _____ County, _____ for the purposes of resolving said dispute. The prevailing Party shall be entitled to recover reasonable attorney fees and costs. If it is found by a court of competent jurisdiction that any term or provision is invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date first written above.

By: _____

Name:

Title:

By: _____

Name:

Title: