

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

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

In connection with the disclosure by \_\_\_\_\_ (“Owner”) to \_\_\_\_\_ (“Recipient”) of certain information relating to \_\_\_\_\_ (“Confidential Information”), the Recipient understands and hereby agrees that any and all such Confidential Information provided to the Recipient by the Owner is confidential and proprietary to the Owner.

Accordingly and in consideration of the Owner’s agreement to provide the Recipient with Confidential Information, the Recipient hereby represents, warrants, covenants, and agrees as follows:

1(A). The Recipient shall receive, hold, and maintain in secrecy and keep confidential all Confidential Information using the same degree of care the Recipient would use to keep confidential its own confidential information. The Recipient shall not, directly or indirectly, use, copy, disseminate or otherwise disclose any Confidential Information, other than as provided in Section 1(B) below.

1(B). The Recipient shall limit disclosure or dissemination of Confidential Information to those individuals under its control or supervision (collectively, “Related Persons”) who reasonably require such Confidential Information. The Recipient shall advise such individuals of the confidential nature of the Confidential Information and of the express obligations of the Recipient and its Related Persons to treat the Confidential Information as confidential as herein provided. Confidential Information does not include information which is in the public domain at the time of disclosure.

2. The Recipient agrees that it shall, at the request of the Owner, promptly return to the Owner all Confidential Information, including any and all complete and partial copies thereof, in its possession or control, however maintained, including, without limitation, in note, memorandum, print, letter, report, or electronic form.

3. The obligation of the Recipient to keep confidential all Confidential Information hereunder shall survive any expiration, termination, or cancellation of this Agreement, and shall remain in full force and effect.

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

Owner: \_\_\_\_\_ Recipient : \_\_\_\_\_  
[Print full legal name of owner] [Print full legal name of recipient]

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

Print signer’s name: \_\_\_\_\_ Print signer’s name: \_\_\_\_\_