

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, by and between _____, an individual, whose address is _____ (hereinafter "____") and _____, a _____ corporation, whose address is _____ (hereinafter _____).

WITNESSETH

WHEREAS, _____ desires to disclose to _____ certain information and data which _____ considers to be of a proprietary and confidential nature, and which concerns _____ (hereinafter "Confidential Information"); and,

WHEREAS, _____ and _____ are desirous of defining the terms and conditions under which _____ is to receive such information which may be disclosed orally or in writing in connection with _____ developed by _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants between _____ and _____, the parties agree as follows:

1. With respect to all Confidential Information which may be disclosed to _____ by _____ expressly agrees for itself to keep such information in confidence and prevent the disclosure of same to any person or persons outside of its organization. It is further expressly understood and agreed that such Confidential Information may be disclosed only to those persons within _____'s organization who are required to use such Confidential Information for the purposes which _____ disclosed the same to _____. _____ shall not use such information in any other way or disclose it to any other parties except by and under the terms of a written agreement with _____. It is further agreed by the parties that, in compliance with its obligations of confidentiality and non-disclosure as set forth herein, _____ shall exercise the same degree of care as it takes to preserve and safeguard its own proprietary and confidential information.

These restrictions shall not apply to any Confidential Information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain by publication or otherwise, except by breach of this Agreement by _____;
- (c) was in _____'s possession at the time of disclosure by _____ and was not acquired directly or indirectly from _____; or,
- (d) after disclosure by _____ is received by _____ from a third party who is under no obligation of secrecy to _____.

2. It is understood that no rights, patent or otherwise, are granted to either party by this Agreement or disclosure hereunder.

3. _____ expressly agrees that it shall promptly return to _____ upon demand by _____ all Confidential Information obtained by _____ from _____ which is documentary or tangible form, including, but without limitation to the foregoing, all specifications, writings, formulas, formulations, vendor names, records, photocopies, reproductions, graphics, or other things.

4. _____ agrees to restrict the distribution of Confidential Information to those parties identified in paragraph "1", above.

5. _____ must receive written permission from _____ to disclose any Confidential Information, including samples, labels, packaging, and/or drawings of product, prior to any distribution of such Confidential Information to a third party. Any inquiries about said products shall be directed to a designated party of _____, _____ having no express or implied authority to discuss such Confidential Information with any third party. _____ shall not disclose any information, except as required by law.

6. If the business relationship between _____ and _____ concerning the concepts presented by _____ is not consummated or otherwise does not work out, then for a period of one year from the date of this agreement, neither _____ nor any principal, agent or affiliate of _____ will enter into any business of a nature similar to

the concept disclosed by _____, without _____'s prior written consent. This paragraph shall not limit the scope of enforcement of the confidentiality obligations set forth in this Agreement.

7. This document contains the entire agreement between the parties with regard to the subject matter hereto, and supersedes any previous understandings, commitments or agreement, whether oral or written. This Agreement shall inure to the benefit of and be binding upon their successors or assigns. Any modification of the terms of this Agreement shall not be effective unless both parties have executed a written modification agreement or amendment to this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the state of California, as such laws are applied to transactions to be performed in the state without regard for conflict of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below effective the date and year first written above.

DATED: _____

DATED: _____ By: _____
Authorized Signatory