



NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") dated as of _____, 20____, is made and entered into by and between _____ (referred to herein as "Discloser" or "Owner") and _____ ("Recipient");

WITNESSETH:

WHEREAS, subject to the terms of this Agreement, Discloser has agreed to furnish and disclose to Recipient certain proprietary and confidential information concerning Discloser, for the purpose of discussions concerning the potential purchase by Recipient of assets belongs to Discloser.

NOW, THEREFORE, for and in consideration of the premises and the promises made herein, and other good and valuable consideration, the receipt and legal sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. As used herein, "Confidential Information" shall be broadly construed and shall include, but is not limited to, any and all proprietary information, technical, financial, employment related, regulatory or legally sensitive information, contracts, practices, procedures and other business information that may be disclosed by Owner to Recipient, whether in written, oral, electronic, website-based or other form. Confidential information shall not include information which: (a) Recipient can establish by written records was in its possession prior to receipt from Owner; (b) is or becomes publicly available through no fault of Recipient; or (c) was received by Recipient from a third party having a right to disclose it and is not subject to an obligation of confidentiality owed to the third party.
2. Recipient agrees (i) to maintain such Confidential Information in strict confidence, (ii) not to disclose, divulge or communicate it, in any manner, directly or indirectly, to any third party, and (iii) not to use, in any form whatsoever, such Confidential Information, or any part or feature thereof, either directly or indirectly, for its own benefit or the benefit of others or for a purpose other than evaluation and further discussion between the parties, without the prior written consent of Owner. The obligations contained in this Agreement shall extend to and be binding upon any employee or affiliate of the Recipient. Upon completion of the discussions and evaluations or upon request by Owner, Recipient shall return or destroy all Confidential Information provided by Owner in whatever form and manner, including copies thereof.
3. Recipient acknowledges that the disclosure of any Confidential Information in violation of this Agreement or any other violation of this Agreement will cause irreparable injury and damages to Owner, and that Owner shall be entitled, in addition to all other remedies available to it, to injunctive and equitable relief to prevent a breach of any part of this Agreement or to enforce any part of this Agreement. Recipient agrees to indemnify, hold harmless and defend Owner from and against any and all claims, suits, damages, losses and expenses, including but not limited to all litigation costs and attorneys' fees, arising from or related to any breach by Recipient or its employees, representatives, or agents of any covenant or representation set forth in this Agreement.

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

(signatures)

By: _____
Name: _____
Title: _____
(Recipient of Information)

By: _____
Name: _____
Title: _____
(Discloser or Owner of Information)