

Company Name
NON-DISCLOSURE AGREEMENT

_____, 20__

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date set forth above by and between **Your Company Name** ("**Your Company Name**") and _____ ("the Party").

The parties are engaged in discussions in connection with a possible business combination, business acquisition, joint venture, joint marketing arrangement, strategic partnership, investment or other transaction or relationship (the "Purpose"). **Your Company Name** intends to provide The Party with certain technical and/or business information which **Your Company Name** considers to be highly confidential and proprietary. The Party is willing to assure **Your Company Name** that The Party will receive and hold such information in confidence and trust, and use and disclose such information only in support of the purposes for which it is provided. In consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. Definitions.

1.1. "Affiliate" shall mean (a) any person or entity directly or indirectly controlled by, controlling or under common control with **Your Company Name**, and (b) any officer, director, management employee or trustee of any such person or entity.

1.2. "Confidential Information" shall mean all financial, technical and other information including all copies thereof (including, without limitation, all agreements, files, books, logs, charts, records, studies, reports, surveys, schedules, plans, maps, statistical information, computer code and programs, technical and functional specifications, and documentation) which may be or already has been furnished or disclosed to The Party by, or acquired by The Party directly or indirectly from, **Your Company Name** or **Your Company Name's** Affiliates, including as a result of an inspection of any facility or technology of **Your Company Name**, its Affiliates, or either of their licensors, licensees or customers. Such term shall also include all memoranda, notes, reports, and documents relating to Confidential Information, all copies and extracts of Confidential Information and all computer-generated studies and data containing Confidential Information prepared by or for the benefit of The Party in connection with carrying out any Purpose.

1.3. "Trade Secrets" shall mean any information, including formula, pattern, compilation, program, device, method, technique, process that (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Restrictions.

2.1. Confidential Information. Except as provided herein, during the period required to complete the Purpose and for a period of three years thereafter:

(a) The Party shall receive all Confidential Information in strict confidence and shall take all necessary steps to maintain the confidentiality and secrecy of the Confidential Information;