

SAMPLE NON-DISCLOSURE AGREEMENT

_____, ("COMPANY") and

_____, ("RECIPIENT") agree:

_____ and its designees may from time to time disclose to RECIPIENT certain confidential information or trade secrets generally regarding:

RECIPIENT agrees that RECIPIENT shall not disclose the information so conveyed, unless in conformity with this agreement, and shall protect the same from disclosure with reasonable diligence.

As to all information which COMPANY claims is confidential, RECIPIENT shall reduce the same to writing prior to disclosure and shall conspicuously mark the same as "confidential," "not to be disclosed" or with other clear indication of its status. If the information which COMPANY is disclosing is not in written form, for example, a machine or device, shall be required prior to or at the same time that the disclosure is made to provide written notice of the secrecy claimed by . agrees upon reasonable notice to return the confidential tangible material provided by it by upon reasonable request.

The obligation of non-disclosure shall terminate when if any of the following occurs:

- (a) The confidential information becomes known to the public without the fault of RECIPIENT , or;
- (b) The information is disclosed publicly by COMPANY , or ;
- (c) a period of 60 months passes from the disclosure, or;
- (d) the information loses its status as confidential through no fault of RECIPIENT.

In any event, the obligation of non-disclosure shall not apply to information which was known to prior to the execution of this agreement.

Dated: _____

Dated: _____

Printed Name

Printed Name