

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 pro-
vided 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: _____