



**NONDISCLOSURE AGREEMENT`**

This Agreement is made and entered into on this \_\_\_ of \_\_\_\_\_, 20\_\_\_\_ (hereinafter “Effective Date”) by and between \_\_\_\_\_ (hereinafter “Discloser”), with offices at \_\_\_\_\_ and \_\_\_\_\_ (hereinafter “Receiver”), with offices at \_\_\_\_\_.

**RECITALS**

WHEREAS Discloser has certain ideas and confidential information relating to (SPECIFY GENERAL SUBJECT MATTER)

\_\_\_\_\_ that is proprietary to Discloser and which is hereinafter referred to as “Confidential Information.”

WHEREAS Receiver is desirous of receiving disclosure of the Confidential Information under the terms of this agreement (hereinafter “Agreement”) for the purposes of evaluating the Confidential Information and/or a potential business relationship.

NOW, THEREFORE, in consideration of the mutual benefit under this Agreement, which consideration is duly acknowledged by all parties hereto, the parties hereby agree as follows:

1. **Disclosure.** Discloser hereby agrees to disclose Confidential Information to Receiver.
2. **Confidential Information.** Receiver acknowledges the confidential and proprietary nature of the information disclosed pursuant to this agreement.
  - a. **Restricted Use.** Receiver shall not use the Confidential Information in any manner to manufacture, sell, or to test any product embodying Confidential Information, except for the limited purpose of evaluating a potential business or consulting relationship with Discloser.
  - b. **Nondisclosure.** Receiver agrees that it shall prevent any disclosure of Confidential Information to any person other than Receiver’s employees who have a specific need for disclosure in connection with Receiver’s authorized use of Confidential Information. No disclosure shall be made to any persons or businesses that are not parties of this Agreement. Receiver shall take all steps necessary to protect the confidentiality of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons or businesses.
3. **Limits to Confidentiality.** Information shall not be regarding as proprietary in those instances where the information:

- a. Was publically known through no wrongful or negligent acts of Receiver;
  - b. Was known to Receiver before receiving any of the Confidential Information from Discloser; or
  - c. Was verifiably obtained independently or developed by Receiver without access to the Confidential Information.
4. **Ownership.** Receiver acknowledges that all Confidential Information and inventive rights thereto shall remain the property of Discloser, and that no use may be made by Receiver of the Confidential Information for any reason without obligation to Discloser and without the express, written consent of Discloser. This Agreement is not a license or transfer of any intellectual property relating to said Confidential Information.
  5. **Term.** This Agreement shall be continuing in effect for a reasonable period of time necessary to guard the Confidential Information. The obligations of confidentiality in this Agreement shall survive the termination of this Agreement.
  6. **Successors & Assigns.** This Agreement shall be binding and inure to the benefit of successors and assigns of all parties hereto. The terms of the Agreement are personal, but shall extend to bind the parties hereto, along with their respective employees, shareholders, directors, officers, agents, and attorneys who have access to the Confidential Information.
  7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the state of California and venue for any dispute involving this Agreement shall be proper in San Diego, California.
  8. **Miscellaneous.** This agreement is the entire agreement of the parties and supersedes any prior or contemporaneous agreements. The prevailing party in any dispute involving this agreement shall be entitled to reasonable attorney fees. The parties agree that any misuse of Confidential Information could result in irreparable harm and would be grounds for immediate injunctive relief, without the need to post bond. A fax, photocopy, or electronic copy of this executed Agreement shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date specified above.

DISCLOSER:

RECEIVER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date