



decompile any Confidential Information without the prior written consent of the Disclosing Party.

c. Restrict disclosure of the Confidential Information solely to those of its Representatives with a need to know and not to disclose the Confidential Information, implicitly or explicitly, to any other individual, firm or corporation without the express prior written consent of the Disclosing Party;

d. Advise Representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligation of confidentiality hereunder, and ensure that such Representatives agree to be bound by the terms and conditions of this Agreement.

e. Not solicit the other party's employees, or current customers for the purposes of employment, contracting or performing any services or engaging in any business which is in direct competition with said other party. Each party agrees that it shall be responsible for any breach of this Agreement by any of its Representatives.

4. The term "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, (b) is or becomes available to the Recipient from a source other than the Disclosing Party or its Representatives, provided that such source obtained such information lawfully and is not, and was not, bound by a confidentiality agreement with, or obligation to, the Disclosing Party or any of its affiliates or Representatives.

5. In the event of any loss or unauthorized disclosure of any Confidential Information received, the Recipient shall notify the Disclosing Party immediately and shall confirm in writing the extent and details of the loss or unauthorized disclosure of any Confidential Information.

6. It is acknowledged and agreed that unless and until a definitive written agreement has been executed and delivered with respect to the parties' relationship, neither party nor its respective affiliates and Representatives shall be under any legal or other obligation of any kind, including any obligation to consummate a transaction with the other party except regarding matters specifically agreed to in this Agreement.

7. If a Recipient or its Representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Disclosing Party's Confidential Information, it will notify the Disclosing Party promptly so that the Disclosing Party may seek an appropriate protective order or take any other action.

8. Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in any Confidential Information disclosed hereunder which in all respects shall remain the property of and with the Disclosing Party.

9. Upon the request of the Disclosing Party, the Recipient and its Representative will promptly (within ten (10) business days) return to the Disclosing Party all documents furnished to the Recipient and its Representatives by or on behalf of the Disclosing Party constituting Confidential Information of the Disclosing Party or work product derived therefrom without retaining any copy thereof. In the event such a request is made, the Recipient shall promptly destroy all other documents constituting Confidential Information of the Disclosing Party.

10. Neither Party acquires any intellectual property rights under this Agreement except any limited rights necessary to carry out the purposes as set forth in this Agreement. Subject to the obligations of this Agreement, no Party will be precluded from independently developing technology or pursuing business opportunities

similar to those covered by this Agreement. Each Party retains sole discretion to assign or reassign the job responsibilities of its employees.

11. Each party acknowledges and agrees that the other party makes no representation or warranty as to the accuracy or completeness of any Confidential Information furnished by it and that no liability to the Disclosing Party or its Representatives shall result from the use of any Confidential Information of the Disclosing Party.

12. It is understood and agreed that each party's remedy at law for any breach of this Agreement will be inadequate and that each party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

13. This Agreement shall survive the termination of any negotiations or discussions between the parties hereto for a period of two years and may not be modified or terminated, in whole or in part, and no release hereunder shall be effective except by means of a written instrument executed by the parties hereto.

14. It is acknowledged and agreed that this Agreement constitutes the legal, valid and binding obligation of the parties hereto and shall be binding upon and inure to the benefit of each party's respective Representatives, successors and assigns.

15. In the event any one or more of the provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal or unenforceable provision(s) shall be replaced by mutually acceptable provision(s), which being valid, legal and enforceable come(s) nearest to the intentions of the parties.

16. This Agreement shall be governed by and construed in accordance with the laws and courts of the claimant party's jurisdiction without application of its conflict of laws rules.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to sign this Agreement as of the date first above written.

***(Insert Name of Party to the Agreement) (Insert Name of Party to the Agreement)***

\_\_\_\_\_  
**By:**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_