

## NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

This Agreement made on \_\_\_\_\_, 2001, by and between (YOUR COMPANY), whose address is \_\_\_\_\_ hereinafter referred to as "Company" and (THEIR COMPANY) whose address is \_\_\_\_\_ herein referred to as "Reviewer." Whereas, the Company has developed certain confidential information including but not limited to original ideas, assumptions, marketing plans, distribution channels, financial projections, processes, research, trade secrets, services, customer markets, and other proprietary information makes these available to the Reviewer as contained in the Business Plan for examination and evaluation purposes only for the purpose of possible investment.

### A. CONFIDENTIALITY AND COMMITMENTS

1. For a period of two years, beginning on the date of this Agreement, the parties shall be obligated to maintain in confidence, and will not use, publish or disclose, pursuant to this Agreement, each other's information. The parties shall use the utmost of care to avoid disclosure of the information using standards at least as stringent as those as it employs with respect to its own confidential and proprietary information. Each party shall notify its employees, directors, officers, agents, affiliates and representatives (including without limit financial advisors, attorneys and accountants) to whom the information is disclosed of the obligations under this Agreement, and provide such information only to those persons with a need to know the same and who have signed a non-disclosure agreement. Each party shall use the other party's information only for the purpose of pursuing a business relationship between the parties. In the event the parties elect not to pursue a business relationship, neither party shall make any use of the other party's information.
2. Each party agrees not to disclose the existence or terms of this Agreement except to the extent as may be required by law and then only after first notifying the other party in writing so that such requirement may be contested.
3. Each party shall prevent the other party from being exposed to any third party's confidential information that is in their possession.
4. The parties shall have no confidential obligation, and no use restriction, with respect to information (a) is known to both parties at the time of disclosure as is evidenced by written records; or (b) becomes known to either party from a source other than the Company who possesses the information legally and without restriction on disclosure; or (c) is in the public domain or becomes in the public domain through no wrongful act of either party; or (d) is disclosed with the prior written approval of the Company; (e) is disclosed pursuant to any judicial or governmental request, requirement, or order, provided that the Reviewer takes reasonable steps to give the Company sufficient prior notice in order to contest such request, requirement or order; or (f) is independently developed by the Reviewer without knowledge of the Company and which is supported by documentation evidencing independent invention.
5. Title to all tangible forms of the Company's information and any copies thereof shall be and remain with the disclosing party. The Reviewer shall not copy or reproduce in whole or in part, any information without written authorization of the Company,

except as is necessary to fulfill the purpose of this Agreement. Upon written request or termination of this Agreement, all such tangible forms of information, shall be promptly returned to the Company or destroyed at the disclosing party's option.

6. The Reviewer shall not remove any proprietary, copyright, technology protection, trade secret, or other legend from any form of the information.
7. If samples or demonstration materials are exchanged between the Company and the Reviewer, the samples and/or demonstration materials may not be analyzed or decoded to determine their composition or method of manufacture without permission of disclosing party. Test results are confidential and must be reported back to the party providing samples.

**B. GENERAL**

1. No license or right, expressed or implied, is conveyed or granted for any invention, patent application, patent, copyright, or other intellectual property right.
2. This Agreement shall be construed, interpreted and applied in accordance with the laws of the (YOUR STATE).
3. This document and any appendices hereto contains the entire Agreement between the parties and supersedes any previous understandings, commitments or agreements, whether oral or written, pertaining to the subject matter of this Agreement. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so over broad as to be unenforceable, such provisions may be reduced in scope by the court to the extent it deems necessary to render the provision reasonable and enforceable.

The undersigned represents that he/she has the full right and authority to enter into this agreement and bind the recipients thereto.

This Agreement, if signed by an individual on behalf of a company, shall be binding on both the company and the individual or individuals so signing.

\_\_\_\_\_  
Authorized Company Signature, as Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Address

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_

YOUR COMPANY NAME  
YOUR COMPANY ADDRESS  
PHONE; FAX NUMBERS  
E-mail: **yourname@yourwebaddress**

<p><b>Disclaimer:</b> The information contained herein is provided as a service to assist ventures seeking funding include the essential information necessary to the success of their Plan. It is not intended to be a substitute for legal, accounting or any other professional service.</p>
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