

## NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

The undersigned company, hereinafter referred to as the "Reviewer," agrees to use the proprietary information contained in any of the Business Plan and/or supporting confidential information provided by (YOUR COMPANY NAME), hereinafter referred to as the "Company" for review, examination and evaluation purposes of the Project currently referred to as (YOUR VENTURE NAME) as presented.

The Reviewer agrees to hold all confidential, proprietary information or trade secrets including but not limited to the principals and/or identity of the Project, research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances which relates to the Project in trust and confidence, whether verbal or written, and agrees that it shall be used only for the understanding and contemplated purpose of potential investment, and shall not be used for any other purpose. The Reviewer further agrees not to disclose to any third party said information for any other purpose or reason or to make copies or replicas of such proprietary information.

The undersigned agrees not to utilize the information for it's own use or to any partner, affiliate, employee or consultant unless they execute and agree to be bound by the same terms as this agreement prior to the receipt of any information; and, will notify the Company in writing of the names of any persons who have signed such agreements promptly. Further, that the undersigned agrees to take all reasonable steps to protect the secrecy of said confidential information. All materials will be promptly returned within 30 days if the business possibility is rejected.

By receiving this proprietary information, the Reviewer, their successors or assigns agree to these terms and will maintain the confidentiality stated herein. Further, that a breach of any of the terms and provisions hereof could cause irreparable harm for which monetary damages may not be wholly adequate. Therefore, the Project and/or the Company may be entitled to injunctive and other relief to enforce the terms and provisions hereof in addition to its other remedies at law or in equity.

This Agreement shall be governed by and construed under the laws of the State of (YOUR STATE). The federal or state courts within (YOUR STATE) shall adjudicate any dispute arising out of this Agreement. No default of any term or condition as set forth in this Agreement shall be deemed a default of any other term or condition of this Agreement, or any part thereof.

\_\_\_\_\_  
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**

**Disclaimer:** 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.