CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made as of _____, 20____ (the "Effective Date").

Check one: [ ] One-way: the first party below is the "Disclosing Party" and the second party is the "Receiving Party." [ ] Mutual: each party may share and receive; for each disclosure, the party sharing is the "Disclosing Party" and the party receiving is the "Receiving Party."

First party: _____, mailing address _____.

Second party: _____, mailing address _____.

1. PURPOSE

Information will be shared under this Agreement only for the following purpose: _____ (the "Purpose").

2. CONFIDENTIAL INFORMATION

"Confidential Information" means non-public information, in any form, that the Disclosing Party shares with the Receiving Party for the Purpose, including notes and analyses that contain or reflect it. Examples: _____.

Check one: [ ] Information is covered whether or not it is marked. [ ] Only information marked "confidential," or identified as confidential when shared orally and confirmed in writing within _____ days, is covered.

Confidential Information does not include information that is or becomes public through no breach of this Agreement, was lawfully known to the Receiving Party before it was shared, is independently developed without use of Confidential Information, or is lawfully received from a third party with the right to share it.

3. DUTIES OF THE RECEIVING PARTY

The Receiving Party will use Confidential Information only for the Purpose, protect it with at least reasonable care, and promptly report any misuse it learns of.

The Receiving Party may share Confidential Information only with (check all that apply): [ ] its employees, officers, directors and owners [ ] contractors working on the Purpose [ ] its professional advisers [ ] actual or potential lenders and investors, each of whom needs to know it and is bound to keep it confidential. If none is checked, sharing needs the Disclosing Party's prior written consent.

4. REQUIRED AND PROTECTED DISCLOSURES

If the law or a court order requires disclosure, the Receiving Party will, where allowed, give the Disclosing Party prompt notice and disclose only what is required. Nothing in this Agreement prevents either party from reporting a possible violation of law to a government agency or making any other disclosure the law protects.

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For an employee or contractor: An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret in confidence to a government official or to an attorney solely to report or investigate a suspected violation of law, or in a court filing made under seal, as set out in 18 U.S.C. § 1833(b).

5. TERM AND RETURN OF MATERIALS

This Agreement covers information shared from the Effective Date until [ ] either party ends sharing by written notice [ ] _____ [ ] the Purpose is completed (the "Disclosure Period"). The Receiving Party's duties continue [ ] for _____ years after the Disclosure Period ends, and for trade secrets as long as they remain trade secrets [ ] for as long as the information remains confidential.

Within _____ days after the Disclosure Period ends or the Disclosing Party asks, the Receiving Party will [ ] return or destroy, at its choice [ ] return [ ] destroy all materials containing Confidential Information and delete electronic copies.

6. GENERAL TERMS

Confidential Information remains the Disclosing Party's property, and no license is granted. It is provided as is. Neither party must enter into any further transaction. The Disclosing Party may seek an injunction to stop a breach. [ ] The prevailing party in a lawsuit to enforce this Agreement recovers reasonable attorney fees.

The laws of the State of _____ govern this Agreement, and lawsuits will be brought in _____ County. This Agreement is the complete agreement about its subject, can be changed only in a signed writing, and may be signed in counterparts and electronically. If a court finds any part unenforceable, the rest stays in effect.

Additional terms: _____

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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