

NON-DISCLOSURE AGREEMENT

[Name] _____ [Address] _____

and [Name] _____ [Address] _____

agree to enter into a mutual confidential business relationship for the purpose of

In order to achieve this purpose, each party may acquire valuable trade secrets and/or confidential and proprietary information of the other party or its affiliates. In consideration of the foregoing, it is hereby agreed that:

1. Confidential Information means all confidential and proprietary information which is disclosed by one party to the other party and is clearly labeled as confidential or proprietary or is disclosed orally is followed up in writing within 30 days of the oral disclosure identifying the subject matter which is confidential or proprietary.
2. Each party agrees not to use the Confidential Information for any purpose whatsoever except for the purposes set forth above. Each party agrees not to disclose the Confidential Information to any third person and only disclose the confidential information to its employees and those of its affiliates who have a need to know and who agree to keep such information confidential. Each party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality, provided that in no event shall such party's obligations exceed the reasonable standard of care taken to protect its own confidential information of like importance. Each party will promptly advise the other party in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the injured party in any legal proceedings related thereto. Each party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the parties, for a period of two (2) years following the last disclosure of Confidential Information by the other party hereunder.
3. No copies of any Confidential Information may be made except to implement the purposes of this Agreement. Any materials, documents, notes, memoranda, software code, drawings, sketches and other tangible items containing, consisting of or relating to the Confidential Information of a party which are furnished hereunder to the other party, or are in the possession of the other party, remain the property of the party which disclosed the Confidential Information and shall be promptly returned to such party upon the disclosing party's request therefore. Nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in any Confidential Information except as specified in this Agreement.
4. Each party's obligations under this Agreement shall not apply to information which: (a) is known by the receiving party or is publicly available at the time of disclosure; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of either party; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (d) is disclosed with the prior written consent of the disclosing party; (e) is information that was independently developed by the receiving party; or (f) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party promptly notifies the disclosing party of such action and

gives the disclosing party the opportunity to seek any legal remedies to maintain such information in confidence.

5. Nothing in this Agreement shall obligate either party to disclose any information to the other party or enter into any other agreement with the other party. Each party acknowledges that if the other party is required to bring an action to enforce the provisions of this Agreement, the damages will be irreparable and difficult to measure and that the other party shall be entitled to equitable relief including a preliminary injunction in addition to any other relief available. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorneys' fees and court costs in addition to any other relief which may be awarded. This Agreement shall be governed by Arizona law without regard to provisions concerning conflicts of laws. This Agreement and any exhibits attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supercede all prior agreements, understandings and communications, oral and written, between the parties regarding the subject matter of this Agreement. A waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive a party's right thereafter to enforce and compel compliance with this Agreement. No modification of this Agreement is effective unless in writing and signed by both parties. The obligations and benefits of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and representatives.

By: _____

By: _____

Date: _____

Date: _____