

NONDISCLOSURE AGREEMENT

THIS AGREEMENT made on _____ (the "Effective Date") by and between:

1°) ACME CORPORATION a corporation organized and existing under the laws of the State of Delaware, having an office at 1111 Any St., Dallas, TX 75201 ("ACME") and

2°) _____ ("Company"),

a company organized and existing under the laws of the State of _____, having an office at _____

- A. The undersigned Parties desire to explore or enter into a business relationship.
- B. The term "Party" shall include all employees, agents, representatives, officers, directors, partners, managers, members, successors, assigns, heirs, and personal representatives of Party.
- C. In connection with discussions between the parties, employees, associates, or agents of each party may be exposed to the trade secrets and proprietary and confidential information of the other party.
- D. In consideration of these discussions, the parties agree to preserve their trade secrets and proprietary and confidential information.

THE PARTIES AGREE AS FOLLOWS:

1. **Proprietary Information.** PROPRIETARY INFORMATION shall mean the proprietary, confidential, or trade secret information or know-how belonging to or in the possession of DISCLOSER, or which DISCLOSER is under an obligation to maintain as confidential, whether or not it is in written or permanent form. If the transmission is in written or tangible form, the materials must be marked or identified with the words "confidential, proprietary, company confidential" or similar words. Notwithstanding the foregoing, information imparted orally or in writing will be included in PROPRIETARY INFORMATION whether or not marked or identified as confidential or proprietary.

PROPRIETARY INFORMATION shall include, without limitation, technical and business information or know-how relating to DISCLOSER's inventions or products, research and development, performance, finances, customers, vendors, employees, marketing, production, and future business plans. PROPRIETARY INFORMATION shall not include information which: (a) is in the public domain at the time it was disclosed to RECIPIENT or thereafter passed into the public domain except by act of RECIPIENT; (b) can be established in writing (such as contemporaneous developer notes) to have been known to RECIPIENT prior to disclosure, provided such knowledge was derived from a source other than DISCLOSER; (c) is used or disclosed with the prior written approval of DISCLOSER; (d) became known to RECIPIENT without similar restrictions from a source in lawful possession thereof other than DISCLOSER; or (e) is required to be disclosed by a government entity having jurisdiction over the RECIPIENT, provided, however, that prior to any disclosure under this clause 1(e), RECIPIENT provides DISCLOSER with immediate written notice of such request and cooperates fully with DISCLOSER in seeking a protective order or limited disclosure.

2. **Obligation Not to Disclose.** RECIPIENT shall maintain in strict confidence and shall not disclose, without the prior express written consent of DISCLOSER, any PROPRIETARY INFORMATION. RECIPIENT shall disclose PROPRIETARY INFORMATION only to those employees of RECIPIENT who (a) require the PROPRIETARY INFORMATION in order to carry out their responsibilities relating to RECIPIENT's discussions with DISCLOSER, (b) have been advised of its confidential nature and the existence of this AGREEMENT, and (c) have agreed in writing to comply with nondisclosure obligations substantially the same as those of RECIPIENT pursuant to this AGREEMENT. Upon request of DISCLOSER, RECIPIENT shall provide DISCLOSER with names of employees, agents, or representatives having access to PROPRIETARY INFORMATION.
3. **Obligation Not to Use.** RECIPIENT shall not use PROPRIETARY INFORMATION for any purpose but to decide to enter into a business relationship with DISCLOSER. RECIPIENT shall not use PROPRIETARY INFORMATION for any commercial purpose.

4. **Notes and Written Materials.** All records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof relating to the PROPRIETARY INFORMATION and DISCLOSER's operations, activities, or business, made or received by RECIPIENT during any discussions with DISCLOSER, are and shall remain DISCLOSER's exclusive property. Immediately upon request from DISCLOSER, RECIPIENT shall deliver to DISCLOSER all written and tangible material in RECIPIENT's possession belonging to DISCLOSER or incorporating any PROPRIETARY INFORMATION.
5. **Points of Contact.** For purposes of administrating this agreement, ACME's point of contact is _____,

and Company's point of contact is _____.

6. **No License.** No license under any patent or patent application is granted to the other Party directly or indirectly by this Agreement, nor are any rights of ownership in and to any Confidential and Proprietary Information granted by this Agreement.
7. **Injunctive Relief.** RECIPIENT acknowledges that a breach of any of the promises or agreements contained in this AGREEMENT will result in irreparable and continuing damage to DISCLOSER for which there will be no adequate remedy at law. Upon such a breach or threatened breach, DISCLOSER shall be entitled to injunctive relief and a decree for specific performance, as well as all other remedies it may have at law or in equity, under applicable state and federal laws, including monetary damages if appropriate.
8. **Entire Agreement/Modification/Severability.** This AGREEMENT sets forth the entire agreement between the parties pertaining to the subject matter hereof and supersedes all other oral and/or written agreements and understandings, express or implied. No modification to this AGREEMENT, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default. If any of the provisions of this AGREEMENT are determined to be invalid, illegal, or unenforceable, such provisions shall be modified only to the extent necessary to make such provisions enforceable, and the remaining provisions are valid, legal, and enforceable.
9. **Governing Law/Jurisdiction.** This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Delaware as such laws are applied to agreements between residents of Delaware to be performed entirely within the State of Delaware. Each party hereby consents to jurisdiction of and venue in the federal and state courts in Madison County, Alabama.
10. **Attorneys' Fees.** In the event of litigation between the parties under this AGREEMENT, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees, including attorneys' fees and costs incurred in enforcing any judgment, the amount to be determined by the court.
11. **Exports.** Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any confidential information or technical data to any person or company who is a legal resident of or is controlled by a legal resident of any proscribed country listed in the U.S. Export Regulations (15 C.F.R. Chapter VII, and as amended from time to time) unless properly authorized by the U.S. government. This provision shall survive the termination or expiration of this Agreement
12. **Effective Date.** The effective date of this agreement is the date specified first above
13. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of twelve (12) months from the Effective Date or thirty (30) days from receipt of a prior written notice of termination by either party (the "Disclosure Period"), provided, however, that neither the expiration nor the termination of this Agreement shall release either party from any of the obligations of confidentiality and non-use set out above with respect to any disclosure made during the term of this Agreement.

ACME CORPORATION

111 Any St
Dallas, TX 75201

(Company Name – please print)

Signature: _____

(Street Address)

Printed Name: _____

(City/ State/ Country)

Title: _____

(Signature)

Date: _____

By: _____
(Print name and title of person signing)

Date: _____