



Confidentiality & Non-disclosure Agreement

This Confidentiality and Non-disclosure Agreement (hereinafter referred to as Agreement) is made and entered into as of this _____ day of _____, 20____; by and between _____ (hereinafter referred to as Company) and _____ (hereinafter referred to as Confidant).

WHEREAS, the Product Name as stated below uses _____ which design and method the parties hereto acknowledge to be the proprietary and confidential information of Company; and

WHEREAS, the Product Name as stated below, uses _____ which design and method the parties hereto acknowledge to be the proprietary and confidential information of Company; and

WHEREAS, the Product Name as stated below, resembles _____ which design and method the parties hereto acknowledge to be the proprietary and confidential information of Company; and

WHEREAS, Confidant will attain knowledge of the proprietary and confidential information developed and used by Company, as it may hereafter be amended or modified by Company and is deemed to be valuable consideration to Confidant.

WHEREAS, Company will require that Confidant retains and maintains such information in the strictest confidence;

NOW THEREFORE, the parties agree as follows:

1. The statements set forth in this Agreement shall be considered contractual in nature and not merely recital in nature.
2. Confidant expressly acknowledges that all documents, communications, and disclosures (hereinafter referred to as Information) made known to Confidant by Company are the confidential and proprietary property of the Company and Confidant will claim no right, title, or interest in such Information, or any part of it. In no event will Confidant use the information, or any part of it, for his/her own purposes. nor will Confidant disclose or otherwise make known such Information, or any part of it (whether in writing, orally, or in any other form of communication or disclosure), to any persons or entities other than Confidants representatives actively and directly participating in the evaluation of the Information until such time as the Product described above and Product Name as stated below is sold in commerce or otherwise publicly disclosed.
3. The obligations of confidentiality and non-disclosure imposed on Confidant herein shall not apply to any Information which Confidant is required to disclose pursuant to Court Order or order of any governmental body having jurisdiction over the affairs of Confidant.
4. In the event Confidant shall, without authorization or justification, disclose any Information, Confidant will be liable to Company for all damages caused thereby and, in addition, if Company shall bring legal action against Confidant for the breach of this Agreement, Company shall be permitted to recover, in addition to any damages so proved, all of its costs and expenses, including reasonable attorney's fees, associated with such action. Any such action is governed by the laws of the state of California.

IN WITNESS THEREOF, the parties have executed this agreement as of the date first above written.

Confidant

Name in Print		Signature	
Address		Contact	

Company

Name in Print		Signature	
Company Title (if applicable)		Product Name (or working title)	