

# Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ as an Individual ("\_\_\_\_\_") and \_\_\_\_\_ as an Individual ("\_\_\_\_\_").

\_\_\_\_\_ and \_\_\_\_\_ have indicated an interest in exploring a potential business relationship (the "Transaction"). In connection with its respective evaluation of the Transaction, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration for being furnished Confidential Information, \_\_\_\_\_ and \_\_\_\_\_ agree as follows:

1. **Confidential Information.** The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which the Disclosing Party considers confidential.
2. **Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:
  - a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party or any of its Representatives;
  - b. If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party or its Representatives, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
  - c. If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
  - d. If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of any of the Disclosing Party's Confidential Information; or
  - e. If Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or