

Confidentiality Agreement and Disclosure Statement

This Confidentiality Agreement and Disclosure Statement (the "Agreement") is entered into and made effective as of this date:

, by and between the disclosing party and the receiving party identified below.

1. Parties

Disclosing Party:

Receiving Party:

2. Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. Confidential Information includes, without limitation, technical data, trade secrets, research, product plans, source code, software, algorithms, customer lists, and business operations.

3. Obligations of Receiving Party

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

4. Disclosure Statement

The Receiving Party acknowledges that any disclosure or unauthorized use of Confidential Information may cause irreparable harm and significant injury to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief against any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

5. Term and Termination

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party