

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of this day of , 20 (the "Effective Date"), by and between:

Disclosing Party:

Address:

And

Receiving Party:

Address:

1. Purpose

The Disclosing Party and Receiving Party wish to enter into discussions regarding a potential business relationship or transaction relating to: . In connection with this purpose, the Disclosing Party may disclose certain proprietary and confidential information to the Receiving Party.

2. Definition of 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. If Information is transmitted orally, the Disclosing Party shall promptly provide a writing identifying such information as confidential.

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. Term and Termination

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of from the Effective Date, or until such time as Disclosing Party releases Receiving Party from such obligation in writing.

5. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of .

6. Entire Agreement

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

Signatures

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement as of the Effective Date written above.

Disclosing Party:

Representative Name (Printed):

Representative Title:

Signature:

Date:

Receiving Party:

Representative Name (Printed):

Representative Title:

Signature:

Date: