

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 20 ____, by and between:

Company: _____, address, phone, signer

Partner: _____, address, phone, signer

RECITALS

- A. The parties wish to explore the possibility of a business relationship; and
- B. Company has proprietary information which it wishes to protect; and
- C. The parties wish to reduce to writing the terms, provisions, and conditions relating to the exploration of this business relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree to the following terms, provisions, and conditions hereinafter set forth:

Confidential Information.

(a) During and by reason of the relationship established herein, Partner shall receive or otherwise have access to Companies Financial Data, trade secrets and other confidential information not known or available by proper means through sources outside Company, including but not limited to formulas, patterns, compilations, programs, devices, methods, techniques, processes, and inventions, as well as information relating to research and development, products and services, computer software documentation and technology, accounting, administrative, and other internal business records, marketing and pricing data, plans, and strategies and existing and prospective customers, including the status of negotiations and relationships with customers (all such information is referred to herein as "Confidential Information"). Partner acknowledges that in the course of the exploration of the party's future relationship hereunder it will also have access to Confidential Information. Partner acknowledges that Confidential Information is (or will be, when created) the valuable, special, and unique asset of Company and that the sole and exclusive right, title, and interest in and to Confidential Information are owned (or will be owned, when created) by Company.

(b) During the term of this agreement and for two years thereafter, Partner shall not use or disclose Confidential Information to any person or entity except as necessary for the continuance of this agreement, and only as specifically authorized by Company or as laid out herein. The covenants set forth in this paragraph 4(b) shall be without temporal or geographic limitation and shall survive and be enforceable after the termination of this Agreement.

(c) It is understood and acknowledged that if the Confidential information is released into the public forum by Partner or used in an unauthorized fashion by Partner that Company's damages shall be great and irreparable and that Company may go to a Court in the appropriate jurisdiction necessary to obtain injunctive relief before taking the controversy to arbitration.

Miscellaneous Terms:

. Invalidity

The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses and provisions hereof, the parties intending that if any such term, clause or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses and provisions of this Agreement.

. Waiver of Breach

The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

. Entire Agreement

Except for the Proprietary Information Agreement referenced herein this Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.

. Further Agreement

The parties agree to formulate and execute a further contract if an agreement can be reached after Partner's review of the confidential information to be provided after the signing of this agreement. This agreement shall survive the life of all intellectual property.

. Arbitration

Any and all disputes that cannot be settled between the parties shall be decided through binding arbitration, under the rules of the American Arbitration Association, commercial rules. The loser of the Arbitration as decided by the arbitrator shall pay all costs, Attorney's fees and those damages as decided by the arbitrator.

. Choice of Law and Venue

All parties to this Contract agree that any legal disputes concerning this settlement shall be determined according to the laws of the state of Maryland, shall be venued in _____ County, _____ and no court in this country shall have the power to adjudicate any matter pertaining to this contract other than one in _____ County, _____.

. Severability

If any provision of this Contract is declared void or unenforceable, such provision shall be severed from this contract, which shall otherwise remain in full force and effect.

Signature: _____
Printed name: _____
Title: _____
Date: _____

Signature: _____
Printed name: _____
Title: _____
Date: _____