

PRODUCT DEVELOPMENT NON-DISCLOSURE AGREEMENT

This confidentiality agreement, hereinafter known as the "Agreement", is made as of the ____ day of _____, 20__ by and between _____ with a mailing address of _____, hereinafter known as the "Inventor", and _____ with a mailing address of _____, hereinafter known as the "3rd Party".

WHEREAS, Inventor agrees to furnish certain confidential information, including but not limited to, ideas, inventions, or products for the purposes of assistance in product development, patenting, and licensing by the 3rd Party. This Agreement shall govern the conditions of disclosure by Inventor to 3rd Party of certain "Confidential Information". "Confidential Information", as used herein, means all engineering and business information (including prototypes, drawings, data, trade secrets and intellectual property) which:

- (i) If tangible, is identified in writing as confidential at the time of its disclosure to the recipient, or;
- (ii) If intangible, is identified at the time of disclosure to the recipient as confidential and is later promptly confirmed in writing within one (1) month from the date of disclosure as being confidential. The term CONFIDENTIAL INFORMATION shall exclude information which is:
 - a. Known or possessed by the recipient at the time of its disclosure to the recipient;
 - b. Publicly known at the time of disclosure to the recipient;
 - c. Subsequently received by the Recipient from another party without restriction on disclosure;
 - d. Subsequently becomes publicly known without violation of this agreement;
 - e. Independently developed by the recipient without access to the CONFIDENTIAL INFORMATION or;
 - f. Disclosed by recipient pursuant to a requirement of a law, regulation or legal process. With regard to the Confidential Information, 3rd Party hereby agrees:
 - i. To hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the purpose of business product or idea development for Inventor and shall not be used for any other purpose, or disclosed to any third party.
 - ii. To safeguard and exercise reasonable precautions against disclosure of the confidential information to others.
 - iii. To not disclose confidential information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement.
 - iv. That the secrecy obligations of 3rd Party with respect to the information shall continue for a period ending ____ years from the date hereof.

The laws in the State of _____ shall govern this Agreement and its validity.

AGREED AND ACCEPTED

Inventor's Signature _____ **Date** _____

Print Name _____

3rd Party's Signature _____ **Date** _____

Print Name _____