

BUSINESS IDEA NON-DISCLOSURE AGREEMENT

1. **THE PARTIES.** This Business Idea Non-Disclosure Agreement (the "Agreement") is effective as of _____ (the "Effective Date") by and between _____, hereinafter known as the "Company," and _____, hereinafter known as the "Recipient," and collectively as the "Parties."
2. **CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean any and all information or materials that has or could have commercial value or be utilized in the business of the Company, including but not limited to, strategies, plans, objectives and expectations, whether communicated in writing, orally, electronically, photographically, or recorded in any other form.
3. **NON-DISCLOSURE.** The Recipient agrees to:
 - a) Hold the Confidential Information in the strictest of confidence;
 - b) Not use the Confidential Information for any personal gain or detrimentally to the Company;
 - c) Take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
 - d) Not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts with respect to the transaction; and
 - e) Not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of the breach by the Recipient of their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Recipient, its employees, agents, representatives, successors, heirs, and assigns.

4. **EXCEPTIONS.** The Recipient shall not be restricted from disclosing or using Confidential Information that:
 - a) Was freely available in the public domain at the time it was communicated to the Recipient by the Company;
 - b) Subsequently came to public domain through no fault of the Recipient;
 - c) Is in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Company;
 - d) Is independently developed by the Recipient or its representatives without reference to any information communicated to the Recipient by the Company;

- e) Is provided by the Recipient in response to a valid order by a court or other governmental body, was otherwise required by law; or
 - f) Is approved for release by written authorization of an officer or representative of the Company.
5. **USE OR DISCLOSURE.** The Recipient shall only use the Confidential Information as directed by the Company and not for its own purposes or the purposes of any other party. The Recipient shall only disclose the Confidential Information received under this Agreement to any person within its organization if such persons have a need to know. The Recipient shall advise each person to whom disclosure is permitted that such Confidential Information is the confidential and proprietary property of the Company and may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Recipient, its employees, agents, representatives, successors, heirs, and assigns.
6. **NOTICE OF DISCLOSURE.** In the event that the Recipient receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose all or any part of the Confidential Information, the Recipient agrees, if legally permissible, to (a) promptly notify the Company of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the Company on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the Company in seeking a protective order or other appropriate remedy; provided, however, that the Recipient shall not be required to take any action in violation of applicable laws. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions hereof, the Recipient shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Recipient not permitted by this Agreement.
7. **TERM.** This Agreement, with respect to Confidential Information, will remain in effect:
- In Perpetuity.
 - _____ from the Effective Date.
8. **RETURN OF CONFIDENTIAL INFORMATION.** Upon request from the Company or upon termination of negotiations and evaluations between the Parties, the Recipient will promptly deliver to the Company all originals and copies of all documents, records, software programs, media, and other materials containing any Confidential Information. The Recipient shall also return to the Company all equipment, files, software programs, and other personal property belonging to the Company. The Recipient shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.
9. **INDEMNIFICATION.** The Recipient agrees to indemnify and keep the Company at all times fully and effectively indemnified in respect of any and all claims, demands, losses, damages, liabilities, costs, or expenses of any kind whatsoever incurred by the Company which arise out of or in connection with any breach of this Agreement by the Recipient.

10. **NOTICE.** Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below (or such other address or to the attention of such other person as the Parties shall have specified by prior written notice to one another):

Company's Address: _____

Recipient's Address: _____

11. **COVENANTS.** The Parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests, and proprietary rights of the Company and that the Parties hereto have independently discussed, reviewed, and had the opportunity of legal counsel to consider this Agreement.
12. **AUTHORITY.** This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.
13. **ASSIGNMENT.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.
14. **BINDING ARRANGEMENT.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and each party's respective successors and assigns.
15. **SEVERABILITY.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.
16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws in the State of _____.
17. **AUTHORITY.** Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking, or other fact or circumstance which would prevent its full execution and performance of this Agreement.
18. **COUNTERPART.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

Company Representative's Signature: _____ **Date:** _____
Print Name: _____

Recipient's Signature: _____ **Date:** _____
Print Name: _____