

## Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called the "Agreement") is made and entered into as of [\_\_\_\_], 2009 by and between [\_\_\_\_] (hereinafter called the "Receiving Party") and [\_\_\_\_] (hereinafter called the "Disclosing Party") with regard to the handling and confidentiality of confidential information provided from the Disclosing Party to the Receiving Party (hereinafter called "Confidential Information") for the purpose of [\_\_\_\_] (hereinafter called the "Purpose") on the following terms and conditions:

### **Article 1: Definition**

1. In this Agreement, "Confidential Information" shall mean the technical information and trade secret which is disclosed by the Disclosing Party to the Receiving Party for the fulfillment of the Purpose.
2. Any tangible Confidential Information shall be marked "confidential" by the Disclosing Party upon disclosure or creation.
3. If the Confidential Information is disclosed orally, the Disclosing Party shall specify the confidentiality of such information upon disclosure.

### **Article 2: Confidential Information**

The Receiving Party shall keep the Confidential Information provided by the Disclosing Party in strict confidence, and shall not disclose nor reveal such Confidential Information to any third party without prior written consent of the Disclosing Party. In addition, the Receiving Party shall restrict disclosure thereof to only those of its employees to whom such disclosure is necessary for the fulfillment of the Purpose as defined herein, and shall keep such Confidential Information under strict control so that such employees will not reveal or disclose such Confidential Information to any other employees or third party. However, no information shall be treated as Confidential Information if it:

- (1) has already been in the possession of the Receiving Party or been obtained from a third party at the time of disclosure;
- (2) has already been generally known to the public at the time of disclosure;
- (3) becomes generally known to the public after disclosure for reasons not attributable to the Receiving Party;
- (4) is mutually agreed by the parties hereto not to be included in the Confidential Information;
- (5) is obtained from a third party without any confidentiality obligation;
- (6) is disclosed by the Disclosing Party to a third party without any confidentiality obligation;
- (7) is proved by the Receiving Party that such information has been independently developed by the Receiving Party prior to disclosure; and/or
- (8) is required by legal procedure, governmental agency or law to be disclosed, in which case the Receiving Party shall immediately give a notice to the Disclosing Party so that the