

receiving Party without prior written consent from the disclosing Party; provided however, the receiving Party acknowledges and agrees that it shall be responsible and held liable for the breach of this Agreement by any such officer, director or employee (regardless whether or not such breach is within their scope of employment) with respect to the maintenance of the secrecy and confidentiality of the Confidential Information for evaluation purposes only, unless otherwise agreed in writing between the Parties, and will not use the Confidential Information for its own benefit.

5. The Parties hereby acknowledge that each Party has developed proprietary knowledge and technology in the same field as the Confidential Information to be disclosed by the other Party and that such Confidential Information may overlap the information and technology developed by such Party. The Parties further acknowledge and agree that the disclosure of its Confidential Information to the other Party shall in no manner, whatsoever, prohibit, impede or otherwise restrict the disclosing Party from continuing to develop knowledge, technology, products and other intellectual property, whether or not such development is in the same field as, or otherwise overlaps, the Confidential Information of the Receiving Party. The receiving party further agrees to promptly disclose the existence of any conflicts of interests including work relating to competing projects, that could reasonable be known prior to acceptance or confidential information-or any conflicts which might arise during the course of the receiving party's business relationship with "PARTY NAME"
6. Upon written demand of the disclosing Party, the receiving Party shall deliver all documentation, records, notes, data, memoranda, models and equipment of any nature, including all copies and/or extracts there from, that are or were in such Party's possession or under its control and that are the property of the disclosing Party or comprise part of or otherwise relate to the disclosing Party's Confidential Information; except for a copy of such materials that may be maintained by the legal counsel of the receiving Party so long as such information remains is maintained as confidential pursuant to the terms of this Agreement.
7. The Parties acknowledge that compliance with this Agreement is necessary to protect the goodwill and other proprietary interests of the Parties and that a breach of this Agreement will give rise to irreparable and continuing injury to the non-breaching Party which is not adequately compensable in monetary damages or law. Accordingly, the Parties agree that a non-breaching Party may obtain injunctive and other equitable relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies that may be available under this Agreement. If the non-breaching Party shall make application to a court of competent jurisdiction for injunctive relief to enforce this Agreement, the breaching Party waives, the greatest extent permissible, any requirement that the non-breaching Party post a bond or other security as a precondition to an injunction, whether temporary or permanent.
8. Each Party agrees that if the other Party shall violate any of the covenants or agreements under this Agreement, the former Party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that the other Party or any third party given access to (or possession of) the former Party's Confidential Information, directly or indirectly, by the other Party, directly or indirectly, has realized and/or may realize as a result of, growing out of, or in connection with such violation. These remedies shall be in addition to, and not in limitation of any injunctive relief or other rights to which the former Party is or may be entitled at law, or in equity, under this Agreement.

9. The laws of the State Of "STATE" shall govern this Agreement. Any action hereunder shall be taken in a State Court located in "STATE". The Parties hereto waive and agree that they shall not assert that such forum is inconvenient or improper. In the event either Party initiates action to enforce his, her or its legal rights hereunder, the prevailing Party shall recover from the non-prevailing Party its reasonable expenses, court costs, including taxed and untaxed costs, and reasonable attorneys' fees, whether suit be brought or not.
10. The term of this Agreement shall be for a term of "TERM" (____) years from the date of this Agreement. This Agreement sets forth a mutual understanding between the Parties as to the subject matters hereof and supersedes any and all prior and collateral agreements and representations between the Parties. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereto, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
11. It is further understood that the parties intend to introduce prospective investors, strategic partners, vendors, consultants, contractors or other commercial third parties "Introduced Parties" for the purpose of developing projects to be defined in further disclosures or agreements.
12. The Partner represents that to the best of his knowledge he is not currently involved in any business that competes with "PARTY'S" core businesses, either as principal, investor or vendor of services and further that no current conflicts of interest exist between the Partners business and those of "PARTY'S" business plans or operations. Partner agrees that he will promptly inform "PARTY" in writing of any business activities that he engages in during the term of this agreement that might reasonably result in any material conflict of interest or competition with the business entities or services described covered under this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

Signature of Discloser: _____ Date: _____

Name of Discloser _____

Company Name of Discloser: _____

Signature of Recipient: _____ Date: _____

Name of Recipient: _____

Company Name of Recipient: _____

