

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS \_\_\_\_\_ (hereinafter referred to as Owner) is the owner of information relating to \_\_\_\_\_;

WHEREAS the undersigned (hereinafter referred to as Recipient) is desirous of receiving said information for the purposes of evaluating the apparatus and/or methods for sale by the Recipient;

WHEREAS the Owner wishes to maintain in confidence said information as trade secret and/or patentable subject matter; and

WHEREAS the undersigned Recipient recognizes the necessity of maintaining the strictest confidence with respect to any trade secrets and patentable subject matter of the Owner;

NOW, THEREFORE, the Recipient hereby agrees as follows:

1. Recipient shall observe the strictest secrecy with respect to all information presented by the Owner and Recipient's evaluation thereof and shall disclose such information only to persons authorized to receive same by the Owner. Recipient shall be responsible for any damage resulting from any breach of this Agreement by Recipient.

2. Recipient shall neither make use of, nor disclose to any third party, the information during the period of this Agreement, and thereafter any such trade secrets, patentable subject matter or evaluation thereof, unless prior consent in writing is given by the Owner.

3. This Agreement covers only information not previously known to Recipient from other sources or otherwise in the public domain. If Recipient has prior knowledge from other sources or in the public domain of any alleged trade secrets or patentable subject matter disclosed by Owner, Recipient will notify Owner of such knowledge within thirty days, specifically identifying the alleged trade secrets or patentable subject matter involved and the source of any such knowledge, while maintaining confidence with regard to proprietary information owned by third parties.

4. At the completion of the evaluation by Recipient, Recipient shall within thirty days return all materials provided by Owner and any copies, notes or other documents which are in the Recipient's possession pertaining to the information disclosed by Owner, unless Owner agrees in writing that Recipient may retain such materials.

5. This Agreement does not apply to any information reflecting any violation of law, nor does it apply to disclosure which may be required of Recipient by order of any court of law.

6. This Agreement shall be applicable to all of Owner's trade secrets and patentable subject matter, but not those trade secrets or patentable subject matter which are made public by Owner.

7. Nothing herein shall be construed as granting Recipient any interest or license under the aforementioned trade secrets or patentable subject matter, nor under any patent, patent application or any copyright heretofore or hereafter granted or filed in which the Owner now has, or subsequently obtains, any right, title or interest.

8. This Agreement is executed and delivered within the State of Texas, and it shall be construed, interpreted and applied in accordance with the laws of that State. The court and authorities of the State of Texas and the Federal District Court for the Northern District of Texas shall have sole jurisdiction and venue over all controversies which may arise with respect to the execution, interpretation and compliance with this Agreement.

9. This Agreement, including this provision, shall not be modified in any manner except by writing signed by all parties hereto.

Executed on this \_\_\_\_ day of \_\_\_\_\_.

Recipient: \_\_\_\_\_ (Company Name)

Signed: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signor's Name)

Title: \_\_\_\_\_ (Signor's Title)