This Agreement is made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_ ("Effective Date"), between \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Company") and \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Recipient").

 WHEREAS the parties wish to exchange certain confidential information and to protect such information as set out in this Agreement.

 1.DEFINITIONS

 For the purposes of this Agreement the following definitions shall apply.

 (a)"Confidential Information" shall mean any information or data relating to the Subject Matter or to a party's business or affairs which is marked as confidential and which is disclosed to one party by the other party. Information or data which is disclosed either orally or visually will be deemed to be confidential information provided that it is identified as confidential at the time of disclosure and that the disclosing party will within twenty-one days after such disclosure, provide to the receiving party such information or data or a summary or description thereof in writing marked as confidential.

 (b)"Subject Matter" shall mean \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (c)"Purpose" shall mean any discussions and negotiations in connection with the establishment of a business relationship between the parties pertaining to the Subject Matter.

 2.HANDLING OF CONFIDENTIAL INFORMATION

 (a)The receiving party shall maintain in confidence the other party's Confidential Information and shall exercise equivalent security measures and degree of care as those which the receiving party applies to its own confidential information.

 (b)The Confidential Information may be disclosed only to the employees, directors, or consultants of the receiving party having the need to know the same for the Purpose and where such employees, directors, or consultants are bound by similar restrictions of confidentiality not to disclose the same.

 (c)The receiving party agrees not to copy, reproduce, or reduce to writing any part of the Confidential Information except as is necessary for the Purpose, and all such copies, reproductions, or reductions to writing shall be the property of the disclosing party.

 (d)Nothing in this Agreement shall be construed as requiring either party to disclose confidential information, to grant rights under licenses, or to render any technical assistance.

 3.LIMITS OF CONFIDENTIAL INFORMATION

 (a)The obligations of confidentiality in clause 2 above shall not apply to any Confidential Information which:

 (i)is or comes into the public domain without breach of this Agreement;

 (ii)was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence;

 (iii)is obtained from a third party free to divulge such information; or

 (iv)has been independently developed outside of this Agreement.

 4.LIMITATIONS AND WARRANTY

 (a)The receiving party shall make no commercial use of the Confidential Information and agrees that this Agreement shall not be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the disclosing party. Nothing in this Agreement shall preclude, impair, or restrict either party from continuing to engage in its business except in breach of the terms of this Agreement.

 (b)Each party warrants that it has the right to disclose its Confidential Information to the other party and to authorize the other party to use the same for the Purpose.

 (c)The disclosing party makes no representations or warranties in respect of any Confidential Information provided to the receiving party but shall provide such Confidential Information in good faith.

 5.TERMINATION

 (a)This Agreement shall commence upon the Effective Date and continue for a period of two (2) years unless earlier terminated by either party upon thirty (30) days' written notice to the other party.

 (b)Upon termination or expiry of this Agreement, each party shall cease to use the Confidential Information received from the other party and shall destroy all copies thereof then in its possession or control and furnish the disclosing party with written certification of destruction. Alternatively, at the request of the disclosing party, the receiving party shall return all such Confidential Information and any copies thereof to the disclosing party.

 (c)Each party shall retain in confidence the Confidential Information for the period of ten (10) years after termination or expiry of this Agreement, provided that the provisions of clause 4(a) shall survive termination of this Agreement.

 6.ENTIRE AGREEMENT AND LAW

 (a)This Agreement constitutes the entire agreement between the parties in respect of the Confidential Information and supersedes all prior written or oral representations, proposals, or communications. No modification to this Agreement will be effective unless in writing and signed by authorized signatories of both parties.

 (b)Exec. Order 11,246, 38 U.S.C. 2012 Section 503, clauses are incorporated herein by reference.

 (c)This Agreement will be construed and governed by the laws of the State of \_\_\_\_\_\_\_\_\_, excluding the choice of law provision.

 The parties agree that having read this Agreement they agree to be bound by its terms.

 AS WITNESS the hands of the duly authorized signatories of the parties hereto.

 For Company For Recipient

 Signed \_\_\_\_\_\_\_\_\_\_\_\_\_Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_