NON-DISCLOSURE AGREEMENT

State of Illinois

PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of [   ] by and between:

Disclosing Party: [   ] , with a principal address at [   ] ("Disclosing Party")

Receiving Party: [   ] , with a principal address at [   ] ("Receiving Party")

Collectively referred to as the "Parties."

RECITALS

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information relating to [   ] ; and

WHEREAS, the Receiving Party desires to receive certain Confidential Information for the purpose of [   ] ; and

WHEREAS, the Disclosing Party is willing to disclose such information subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" shall include all information or data disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, electronically, or by any other means, including

butnotlimitedto:

a) Trade secrets, inventions, ideas, processes, formulas, source code, and object code

b) Business plans, financial information, customer lists, and pricing data

c) Technical data, know-how, research, and product plans

d) Software, developments, inventions, and marketing strategies

e) Any other information designated as "Confidential" at the time of disclosure

2. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

a) Hold and maintain the Confidential Information in strict confidence

b) Not disclose any Confidential Information to third parties without prior written consent

c) Use the Confidential Information solely for the Purpose stated herein

d) Protect the Confidential Information using the same degree of care used to protect its own confidential

information, but in no event less than reasonable care

e) Limit access to Confidential Information to employees and agents who have a need to know

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations of this Agreement shall not apply to information that:

a) Was publicly known at the time of disclosure

b) Becomes publicly known through no fault of the Receiving Party

c) Was rightfully in the Receiving Party's possession prior to disclosure

d) Is independently developed by the Receiving Party without use of Confidential Information

e) Is disclosed with the prior written approval of the Disclosing Party

4. TERM

This Agreement shall remain in effect for a period of [   ] from the Effective Date, unless terminated earlier by either Party upon [   ] written notice. The confidentiality obligations shall survive termination for a period of [   ] .

5. RETURN OF CONFIDENTIAL INFORMATION

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof, and shall certify such return or destruction in writing.

6. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of [   ] , without regard to its conflict of laws principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

SIGNATURES & EXECUTION

The Parties have executed this Agreement as of the date first written above.

PARTY A

[   ]

Signature

[   ]

Printed Name

[   ]

Title

[   ]

Date

PARTY B

[   ]

Signature

[   ]

Printed Name

[   ]

Title

[   ]

Date