

Non-Disclosure Agreement

This Agreement made this _____ day of _____, 20____, between

_____ (Hereinafter called "the Owner") and
_____ (Hereinafter called "the Reviewer").

WHEREAS the Owner is in ownership and possession of certain Confidential Information (Hereinafter called "the Confidential Information").

AND WHEREAS the Reviewer and the Owner wish to investigate the possibility of entering into a future business relationship for the purpose of financing, marketing, selling, or otherwise commercially exploiting the Confidential Information.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Owner disclosing the Confidential Information to the Reviewer and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Reviewer hereto covenants, undertakes and agrees with the Owner as follows:

1. Definition

(a) Agreement

Any reference herein to an Agreement, means this Agreement.

(b) The Confidential Information

In this Agreement, "the Confidential Information" means information relating to the products, services, ideas, business, personnel, trademarks, copyrights, intellectual property or commercial activities of the Owner, including but not limited to formulas, systems, presentations, compilation, devices, concepts, techniques, marketing and commercial strategies, processes, data which individually may, or may not be confidential, which information is not generally known to the public and either derives economic value, actual or potential, from not being generally known, or has character such that the Owner has a legitimate interest in maintaining its secrecy. In addition, the Reviewer agrees as follows:

(i) All documents given by the Owner to the Reviewer will be considered the Confidential Information, whether or not marked with any proprietary notice or legend when the disclosure takes place.

(ii) To avoid any engaging in any "design around" activities regarding the Confidential Information.

(c) Parties to the Agreement

The Owner and the Reviewer are each a Party to this Agreement and may be collectively referred to as Parties to this Agreement. Also, the singular reference to each party is intended to encompass the plural version where there may be more than one Owner or more than one Reviewer who is a party to this Agreement.

2. Exclusive Dealing

The Reviewer agrees to exclusively deal with the Owner in all matters dealing with the financing, marketing, selling, or otherwise commercially exploiting the Confidential Information.

3. Employees

The Reviewer shall not disclose the Confidential Information to its employees. If such disclosure is necessary, or about to be made for whatever reason, the Reviewer shall seek the written permission of the Owner, and allow the Owner the opportunity to enter into a non-disclosure agreement, substantially identical to this Agreement, with the employee.

4. Third Parties

The Reviewer shall not disclose the Confidential Information to third parties. If such third party disclosure is necessary, or about to be made for whatever reason, the Reviewer shall seek the written permission of the Owner, and allow the Owner the opportunity to enter into a non-disclosure agreement, substantially identical to this Agreement, with the third party.

5. Acknowledgment of Ownership and Confidentiality

The Reviewer acknowledges and agrees that the Confidential Information that is disclosed to it by the Owner, or that it acquires, sees, or learns of as a direct or indirect consequence of the discussions contemplated herein, and all dealings and transactions that follow or result from such discussion(s), are the exclusive property of the Owner, and the Reviewer will keep that information strictly confidential, as a fiduciary.

6. No Transfer of Rights

The Reviewer acknowledges and agrees that it shall not acquire any right or interest in the Confidential Information and that the Owner shall remain the sole owner of the Confidential Information including, but not limited to all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world. Reviewer shall not manufacture, use, sell, or distribute the Confidential Information without the written permission of the Owner.

7. No Offer for Sale

The Parties acknowledge and agree that the disclosure of the Confidential Information by the Owner to the Reviewer does not constitute an offer by the Owner for the sale, license or other transfer of the Confidential Information. Except as may be expressly set forth herein, neither Party shall have any financial or other obligation to each other respecting the Confidential Information. Any offer for sale, license, or other transfer of the Confidential Information shall be made pursuant to a separate agreement.

8. Rights of Derivatives

Should the Reviewer or any of its employees, agents, or representatives conceive any invention, innovation, discovery, computer program, process, technique or the like, as a result of observing or having access to the Confidential Information, the Reviewer agrees to assign or to have assigned, said invention, innovation, discovery, computer program, technique or the like, to the Owner.

9. Return of Information

The Reviewer will return to the Owner any material in the Reviewer's possession or control, that bears, embodies or refers to the Confidential Information of the Owner promptly, when requested to do so by the Owner.

10. Remedies

Each Party agrees that in the event of any such breach of this Agreement by it, that, in addition to all other remedies available to the other Party at law or in equity, the other Party shall be entitled as a matter of right to apply to a Court of competent jurisdiction for such relief by way of restraining order, compliance with the provisions of this agreement.

11. Severability

If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this

Agreement and shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

12. Modification

The parties can modify any covenant or provision of this Agreement only by a writing signed by both parties.

13. Litigation

This Agreement represents the entire understanding between the parties and supersedes all other agreements express or implied between the parties regarding disclosure of the Confidential Information.

14. Successors

This Agreement shall be binding upon and insure to the benefit of both Parties and their respective heirs, successors, assigns and representatives.

15. Waiver

No waiver, delay, indulgence or failure to act by either party regarding any particular default of omission by the other shall affect or impair any rights or remedies regarding that or any subsequent default or omission that are expressly waived in writing.

16. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio and any action arising out of this Agreement shall be brought in the Superior Court of Ohio (State) in Cuyahoga county and or the United States District Court for the Cleveland Metropolitan Area.

17. Commencing Proceedings

The parties to this Agreement agree that the process of any suit, action, or proceeding before any court signing in the State of California may be commenced by service delivered personally to the opposing Party to this Agreement or to an appropriate agent for service.

18. Continuing Obligation

Any rights and obligations under this Agreement that by their nature extend beyond the terms of this Agreement shall survive any expiration or termination of this Agreement and shall remain in effect until complete performance thereof has occurred.

19. Attorney's Fees

If any litigation arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which that Party may be entitled.

20. Captions

All indexes, titles, subject headings, section titles, and similar items are provide for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.

21. Execution Authority

The persons whose signatures appear below certify that they are authorized to enter this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto:

Reviewer	Owner
By	By
Title	Title
Date (d-m-y)	Date (d-m-y)