



Nondisclosure Agreement

1. **Parties.** This Disclosure Agreement is entered into between _____ (“Disclosing Party”), and Armillary Intellectual Property (“Receiving Party”), for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below). The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

2. **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include the following:

“Confidential Information” shall also include all information or material, written or oral, that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

Receiving Party:

- has received the above Confidential Information from Disclosing Party.
- understands that Disclosing Party will immediately send the above Confidential Information to Receiving Party upon Disclosing Party’s receipt, from Receiving Party, of a signed copy of this Agreement.
- will show the above materials to Receiving Party on _____(date) but will keep such Confidential Information in Disclosing Party’s possession.

3. **Loan of Tangible Copies of Confidential Information.** In the event that Disclosing Party furnishes physical or tangible copies of any of the Confidential Information to Receiving Party, Receiving Party acknowledges and agrees that these materials are furnished under the following conditions: (a) these materials are loaned to Receiving Party solely for purposes of evaluation and review; (b) these materials shall be treated consistent with the Receiving Party’s obligation for Confidential Information under this Agreement; (c) Receiving Party may not copy or otherwise duplicate these materials; and (d) Receiving Party shall return to Disclosing Party any and all such material (including but not limited to records, notes, and other written, printed, or tangible materials) in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. **Exclusions from Confidential Information.** Receiving Party’s obligations under this Agreement do not extend to information that Receiving Party can show was: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) disclosed by Receiving Party with Disclosing Party’s prior written approval.



- 5. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.

- 6. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

- 7. **Miscellaneous.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party’s obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party: _____
(Print Name of Organization or Individual)

Signature: _____ Date: ____/____/____

Receiving Party: _____

Signature: _____ Date: ____/____/____