

RECIPROCAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into this [effectiveDate_Day] day of [effectiveDate_Month], [effectiveDate_Year], by and between and (hereafter referred to as "the Parties"), with regards to the following facts:

RECITALS

- A. The Parties intend to enter into discussions regarding [businessContemplated] .
- B. Each party possesses certain ideas and information relating to the above purpose that are confidential and proprietary.
- C. Both Parties desire to preserve and protect the confidential nature of their own and each other's confidential information upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties agree as

follows:

AGREEMENT

1. Confidential Information. Each party acknowledges and agrees that it may, at the other's sole discretion, have access to certain information of the other and/or the other's affiliates that is generally not available to or known by the public, and that has particular value to the other, and the disclosure of which could be harmful to others' interests (the "Confidential Information"). Such Confidential Information may include, but is not limited to, information and knowledge regarding products, formulations, processes, techniques, specifications, trade secrets, strategies and programs, financial data, vendor and customer relationships, business and marketing plans, collaborator relationships, joint-venture relationships, methods of operation and other proprietary information or materials in any form (including without limitations, in electronic media).

2. Disclosure and Use of Confidential Information. Each party covenants and agrees that it will: (i) not disclose any Confidential Information of the other to any person or entity without the express prior written authorization of the other; and (ii) not use any Confidential Information of the other for any purpose whatsoever other than strictly in connection with the potential business transactions referred to above. Each party acknowledges and agrees that all Confidential Information of the other is and will remain the sole and exclusive property of the other. Each party covenants and agrees that the restrictions and obligations upon it concerning Confidential Information shall pertain to all its employees and third parties associated with it including, but not limited to, advisers, agents and independent contractors. Each party agrees to use its best efforts and due diligence to ensure that all such employees and associated parties comply with the terms of this Agreement. Reproduction by one party of any written Confidential Information of the other is prohibited, except as is necessary for the potential business transactions referred to above. Nothing set forth herein is intended to require or should be construed as requiring either party to enter into or acknowledge any business relationship between them, or to require that either party do business with the other in any capacity whatsoever.

3. Continuing Effect and Scope. All obligations pursuant to this Agreement shall end five (5) years after the date of this Agreement. In addition, no obligations under this Agreement shall apply to any portion of a party's Confidential Information that: a) is known to the other party through authorized or proper means prior to receipt thereof under this Agreement, as evidenced by written or other tangible records' (b) is disclosed without restrictions to the other party in good faith by a third party who is in lawful possession thereof and who has the right to make such disclosures; c) is or shall have become public knowledge, by publication or otherwise, through no fault of the other party; d) is independently and lawfully discovered by the other party completely without reference to such Confidential Information, as evidenced by written or other tangible records; or e) is required by law to be disclosed.

4. Return of Information. Upon the request of either party, each party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. In the event that the relationship between the Parties shall cease, for any reason, each party shall immediately return to the other all Confidential Information received from the other.

5. Enforcement. This Agreement shall be binding upon the assigns, personal representatives, and successors of each party. The Parties agree that either party may, on an ex-parte or noticed basis, obtain a preliminary injunction or other injunctive relief to enforce and preserve rights under this Agreement. Nothing herein shall be construed as prohibiting a party from pursuing any other available remedies for breach or threatened breach of this Agreement.

6. Controlling Law. This Agreement shall be governed by the laws of [GoverningState] . This Agreement may be amended only in writing signed by both of the Parties. The Parties agree that the invalidity of any part of this Agreement shall not affect the validity of the remainder of the Agreement.

7. No Assignment. This Agreement or any interests herein may not be assigned by either party without the other party's consent.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all other prior agreements, understandings, representations and promises, oral or written, with respect to the subject matter hereof.

x _____
[party1_signature]
[party1_title]
[party1_businessName]

x _____
[party2_signature]
[party2_title]
[party2_businessName]