

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is made and entered into on this day of , , by and between:

Party A:

Address:

Party B:

Address:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any information or data, whether oral, written or in any other form, that is disclosed by either party to the other party and is identified as confidential or that a reasonable person would consider confidential under the circumstances.

2. Obligation of Confidentiality

Each party agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purposes of . Neither party shall, without the prior written consent of the other, disclose any Confidential Information to any third party.

3. Exclusions

The obligations above do not apply to information which is (a) publicly known at the time of disclosure; (b) becomes publicly known through no breach of this Agreement; (c) already known by the receiving party; or (d) independently developed by the receiving party without use of the Confidential Information.

4. Term

This Agreement shall remain in effect for a period of years from the date of execution.

5. Return of Materials

Upon request, each party will return or destroy all Confidential Information received from the other party.

6. Governing Law

This Agreement shall be governed by the laws of .

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Party A:

By:

Title:

Date:

Party B:

By:

Title:

Date: