

Technology Secrecy Agreement

This Technology Secrecy Agreement ("Agreement") is made effective as of by and between and .

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any technical or business information, ideas, inventions, processes, technology, trade secrets, know-how, algorithms, or any other proprietary information disclosed by one party to the other in written, oral, or any other tangible or intangible form.

2. Obligations of Receiving Party

- To hold all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third party without prior written consent;
- Not to use Confidential Information for any purpose except for the purpose stated in this Agreement;
- To take all reasonable precautions to protect the confidentiality of the information.

3. Term

This Agreement shall remain in effect for a period of years from the effective date unless otherwise agreed in writing by both parties.

4. Return of Materials

Upon termination of this Agreement, each party shall promptly return or destroy all materials containing Confidential Information.

5. Miscellaneous

Any amendment to this Agreement must be in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

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

Party One:

Signature:

Date:

Party Two:

Signature:

Date: