

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, \_\_\_\_\_  
agrees to furnish \_\_\_\_\_  
certain confidential information relating to ideas, inventions or products for the purposes of  
determining an interest in developing, manufacturing, selling and/or joint venturing;

WHEREAS, \_\_\_\_\_  
agrees to review, examine, inspect or obtain such confidential information only for the purposes  
described above, and to otherwise hold such information confidential pursuant to the terms of this  
Agreement.

BE IT KNOWN, that \_\_\_\_\_  
\_\_\_\_\_ has or shall furnish to \_\_\_\_\_  
\_\_\_\_\_ certain confidential information and may further allow \_\_\_\_\_  
\_\_\_\_\_ the right to discuss or interview representatives of \_\_\_\_\_  
\_\_\_\_\_ on the following conditions:

1. \_\_\_\_\_  
agrees to hold confidential or proprietary information or trade secrets ("confidential information")  
in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall  
not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without  
the permission of \_\_\_\_\_
3. At the conclusion of any discussions, or upon demand by \_\_\_\_\_  
\_\_\_\_\_,  
all confidential information, including prototypes, written notes, photographs, sketches, models,  
memoranda or notes taken shall be returned to \_\_\_\_\_  
\_\_\_\_\_.
4. Confidential information shall not be disclosed to any employee, consultant or third party  
unless they agree to execute and be bound by the terms of this Agreement, and have been  
approved by \_\_\_\_\_.
5. This Agreement and its validity, construction and effect shall be governed by the laws of North  
Carolina.

AGREED AND ACCEPTED BY:

Date: \_\_\_\_\_

By \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_