



Table with 2 columns: Bkr, Date

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Company / Broker Non-Disclosure Agreement

Business (the "Company")

Broker (the "Receiving Party")

Address

Broker's Agent

City, State Zip

1. Proprietary Information.

- a) Scope of Proprietary Information. The Company owns, or otherwise has lawful rights to, certain tangible and intangible property, intellectual property, inventions, technology, know-how, trade secrets, business strategies, marketing, technical data and product materials, (collectively the "Proprietary Information"). All Proprietary Information is and shall be confidential.
b) Limitation. Proprietary Information does NOT include: i) Proprietary Information which is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or any of the Receiving Party's respective directors, employees, agents, advisors or controlling persons, or ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Company.

2. Limited Use; No Disclosure. Unless otherwise agreed to in writing by the Company, (of which an executed Representation Agreement will be deemed sufficient) Proprietary Information shall be used solely for internal evaluation and for uses pertaining to the furtherance of business relations between the Company and the Receiving Party and shall not be revealed by or otherwise used for the benefit of the Receiving Party, its affiliates, representatives, directors, officers, employees, agents, controlling persons or any other party.

3. Return of Proprietary Information. Upon the written request of the Company and/or the termination of business dealings between the parties, the Receiving Party shall return to the Company or destroy all hard copies and digital copies of Proprietary Information, except as may remain in an archived computer system backup. The Receiving Party shall confirm in writing that such materials have been returned or destroyed within five (5) business days of receipt of any such request by the Company.

4. Relationship of the Company and the Receiving Party. Nothing in this Agreement nor in any other written or oral understanding or agreement between the parties, except for matters specifically addressed herein, imposes upon either party any obligation to purchase any service or enter into any agreement with respect to any proposed business between the parties.

5. Other Terms. This Agreement shall be construed and governed by the laws of the State of California. The venue for any action instituted to enforce any terms of this agreement shall be in the county in which the office of the Broker is located. This agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. This agreement shall terminate on the execution of a Representation Agreement or other agreement between the Broker and the Company or its owners.

The Company

Broker or Broker's Agent

Signature Date

Signature Date

Print Name

Print Name