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Non-Disclosure Agreement

State of Alabama

BACKGROUND

A. This Non-Disclosure Agreement (hereinafter "Agreement"), effective as of the date set forth at the end of this document, is made by and between the following parties: _____, located at the following address:

_____

and _____, located at the following address:

_____

B. Hereinafter, the following party will be referred to as "Disclosing Party": _____. The following party will be referred to as "Receiving Party": _____. Collectively, Disclosing Party and Receiving Party may be referred to as "Parties."

WHEREAS, the Disclosing Party possesses certain non-public Confidential Information (as hereinafter defined) and Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding its business operations and development;

WHEREAS, the Parties agree that the Proprietary Information is secret and valuable to the Disclosing Party;

WHEREAS, Disclosing Party and Receiving Party may enter or have entered into a business relationship, specifically, a new or contemplated employment, through which Receiving Party will have access to the Proprietary Information;

WHEREAS, the particular nature of the parties' business relationship is as follows:

_____

WHEREAS, Disclosing Party desires to maintain the secret and private nature of any Proprietary Information given to Receiving Party;

NOW, therefore, in consideration of the covenants and promises contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

1. As used in this Agreement:

a) Confidential Information refers to any information which is confidential and commercially valuable to the Disclosing Party. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to the Disclosing Party.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

a) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

b) is already known, through legal means, to the Receiving Party;

c) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

d) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

e) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

b) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

II. TERM

2. This Agreement shall be effective as of the date set forth at the bottom of the document and remain in full force and effect for the following time period: _____. The nondisclosure provisions of this Agreement, as applicable to the Receiving Party's duties with regard to the Confidential Information, shall survive the termination of this Agreement for a period of 3 (three) years. Notwithstanding the foregoing, the obligations to maintain the confidentiality of Trade Secret information shall last forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first.

III. RESTRICTIONS

3. Receiving Party hereby agrees that it shall:

a) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

b) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement, as established in the term provision of this Agreement,

c) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

d) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

IV. PERMISSIONS

4. Receiving Party may disclose the Proprietary Information in accordance with governmental orders, including judicial notices, provided that Receiving Party gives Disclosing Party reasonable notice and Receiving Party agrees to comply with applicable protective orders or their equivalents.

5. Receiving Party shall take all reasonable security precautions which Receiving Party would use to protect its own Confidential Information. Receiving Party must use stringent security precautions to protect the Trade Secret Information. Proprietary Information may be disclosed only to the Receiving Party's employees or consultants on an as-needed and need-to-know basis.

6. Any employee, consultant, parent, subsidiary, affiliate or other related party of the Receiving Party that is permitted to access the Proprietary Information shall be instructed to maintain confidentiality of such information. Such related parties permitted to access the Proprietary Information shall not be permitted to make unauthorized copies of any tangible manifestations of such information.

7. The Receiving Party must keep and use written agreements with any and all related parties that have access to the Proprietary Information to maintain compliance with the terms of this Agreement. Proprietary Information may be disclosed pursuant to the Parties' business relationship or as provided hereunder.

V. OWNERSHIP MAINTAINED

8. Both Parties acknowledge and agree that any Proprietary Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights in the Proprietary Information to the Party receiving such information.

VI. RIGHTS AND REMEDIES

9. Receiving Party hereby agrees to promptly notify Disclosing Party of any disclosure of any Proprietary Information in violation of this Agreement, whether such disclosure was inadvertent or done with aforethought.

10. Receiving Party also agrees to notify Disclosing Party of any legal matter or process requiring disclosure of any Proprietary Information before producing any such information.

11. Receiving Party agrees to cooperate with Disclosing Party to assist in the collection and retention of Proprietary Information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Proprietary Information.

12. Receiving Party shall return any tangible documents or products, including originals, copies, summaries, or notes of the Proprietary Information or certify destruction of the same at the Disclosing Party's sole and exclusive discretion.

13. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of the Proprietary Information and, as such, Disclosing Party may seek injunctive or equitable relief, without waiving any other rights or remedies, in a court of competent jurisdiction.

VII. GOVERNING LAW

14. This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the State of Alabama.

VIII.

IX.

X. NOTICE OF IMMUNITY FROM LIABILITY

15. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

XI. NO AGENCY

16. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship between the Parties and nothing herein shall be construed to denote any kind of agency between the Parties.

XII. PUBLIC ANNOUNCEMENT

17. Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

XIII. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED

18. Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Disclosing Party: _____

Receiving Party: _____

19. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

20. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

XIV. ENTIRE AGREEMENT

21. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

XV. HEADINGS

22. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

XVI. COUNTERPARTS

23. This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

SIGNATURES

_____:

Sign: _____ Date:_____

Print:_____

_____:

Sign: _____ Date:_____

Print:_____