

Product Prototype Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of by and between ("Disclosing Party") and ("Receiving Party").

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information, technical data, or know-how, including but not limited to that relating to a product prototype, designs, drawings, specifications, documentation, data, and other business information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing.

2. Obligations of Receiving Party

1. The Receiving Party agrees to maintain all Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information.
2. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.
3. The Receiving Party shall use Confidential Information solely for the purpose of evaluating or testing the Disclosing Party's product prototype.

3. Exclusions

The obligations set forth in this Agreement shall not apply to any information that:

- Is or becomes publicly available through no fault of the Receiving Party,
- Is already known by the Receiving Party without restriction before receipt from the Disclosing Party,
- Is independently developed by the Receiving Party without reference to the Confidential Information, or
- Is disclosed pursuant to the order or requirement of a court or governmental agency.

4. Return of Materials

Upon request, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information.

5. Term

This Agreement shall remain in effect for from the date of signing unless otherwise agreed in writing.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

Disclosing Party:

Name:

Date:

Receiving Party:

Name:

Date:
