



## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, **Denevi Digital Imaging Services** 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 **Denevi Digital Imaging Services** has or shall furnish to \_\_\_\_\_ certain confidential information and may further allow \_\_\_\_\_ the right to discuss or interview representatives of **Denevi Digital Imaging Services** 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 to 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 permission of **Denevi Digital Imaging Services**.
3. At the conclusion of any discussions, or upon demand by **Denevi Digital Imaging Services** all confidential information including prototypes, written notes, photographs, sketches, models, memoranda, or notes taken shall be returned to **Denevi Digital Imaging Services**.
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 **Denevi Digital Imaging Services**.
5. This Agreement and its validity, construction and effect shall be governed by the laws of [insert jurisdiction]

AGREED AND ACCEPTED BY:

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

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

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

By: \_\_\_\_\_

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