

## NONDISCLOSURE AGREEMENT (NDA)

This Agreement is made and entered into on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter "Effective Date") by and between \_\_\_\_\_ (hereinafter "Disclosure"), and Northern Virginia Graphics, Inc. (hereinafter "Receiver").

### RECITALS

WHEREAS Discloser has certain ideas and confidential information relating to \_\_\_\_\_ that is proprietary to Disclosure and which is hereinafter referred to as "Confidential Information".

WHEREAS Receiver is desirous of receiving disclosure of the Confidential Information under the terms of this Agreement (Hereinafter "Agreement") for the purposes of evaluating the Confidential Information and a potential business relationship.

NOW, THEREFORE, in consideration of the mutual benefit under this Agreement, which consideration is duly acknowledge by all parties hereto, the parties hereby agree as follows:

1. **Disclosure**. Disclosure hereby agrees to disclose Confidential Information to Receiver.
2. **Confidential Information**. Receiver acknowledges the confidential and proprietary nature of the information disclosed pursuant to this Agreement.
  - a. **Restricted Use**. Receiver shall not use the Confidential Information in any manner, to manufacture, or to test any product embodying Confidential Information, except for the limited purpose of evaluating a potential business or consulting relationship with Disclosure.
  - b. **Nondisclosure**. Receiver agrees that it shall prevent any disclosure of Confidential Information to any person other than Receiver's employees who have a specific need for disclosure in connection with Receiver's authorized use of Confidential Information. No disclosure shall be made to any persons or businesses that are not parties to this Agreement. Receiver shall take all steps necessary to protect the confidentiality of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or in the possession of unauthorized persons or business.
3. **Limits to Confidentiality**. Information shall not be regarded as proprietary in those instances where the information:
  - a. Was publically known through no wrongful or negligent acts of Receiver;
  - b. Was known to Receiver before receiving any of the Confidential Information from Discloser; or,
  - c. Was verifiably obtained independently or developed by Receiver without access to the Confidential Information.

4. **Ownership.** Receiver acknowledges that all Confidential Information shall remain the property of Disclosure, and that no use may be made by Receiver of the Confidential Information for any reason without obligation to Disclosure and without obligation to Disclosure and without the express written consent of the Disclosure. This Agreement is not a license or transfer of any intellectual property relating to said Confidential Information.

5. **Term.** This Agreement shall be continuing in effect until such time as the Confidential Information disclosed pursuant to the Agreement is no longer confidential. The obligations of confidentiality in this Agreement shall survive the termination of this Agreement.

6. **Successors & Assigns.** This Agreement shall be binding to the benefit of successors and assigns of all parties hereto. The terms of the Agreement are personal and shall extend to bind the parties hereto, along with their respective employees, agents and attorneys who have access to the Confidential Information.

7. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Virginia.

IN WHITENESS WHEREOF, the parties have executed this Agreement to be effective as of the date specified above.

**DISCLOSER:**

**RECIEVER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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Date