**Confidential Disclosure Agreement**

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. **Definition**. The confidential information to be disclosed by Discloser under this Agreement (“Confidential Information”) can be described as and includes:
	1. Technical and business information relating to Discloser’s proprietary ideas, patentable ideas, copyrights, and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
	2. More specifically, the information concerns:

1. **Additional Information**. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
2. **Use**. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser. The Recipient shall not use the Confidential Information for any purpose other than that set forth in this agreement.
3. **Third Parties**. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.
4. **Prior Knowledge**. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is disclosed by order of a court of competent jurisdiction.
5. **Right to disclose**. Discloser warrants that he/she has the right to make the disclosures under this Agreement.
6. **No Implied License**. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 1a and 1b, and furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
7. **No Obligation to Purchase Goods or Service.** Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. **No Liability**. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party’s decision to use or rely on any information exchanged under this Agreement.
9. **Breach**. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. **Entire Agreement**. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto.
11. **Modification**. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.
12. **Return of Information**. Upon discloser’s request, all records, any compositions, articles, documents and ther items which contain, disclose and/or embody any Conﬁdential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Company or destroyed by Recipient, and Recipient will certify that the provisions of this paragraph have been complied with.
13. **Term**. This Agreement will expire one(1) year from the effective date unless earlier terminated with ten (10) days written notice by either party or extended by mutual written consent. Obligation of confidentiality and non-use by the parties under this agreement will continue for three (3) years after expiration or termination of the Agreement.
14. **Trade Secrets**. Notwithstanding the forgoing, Trade Secret information shall be safeguarded by Recipient as required by this Agreement in perpetuity or for so long as such information remains a Trade Secret under applicable law, whichever occurs first.
15. **Choice of Law**. This Agreement is made under and shall be construed according to the laws of the State of Wisconsin, U.S.A.
16. **Disputes**. In the event of breach of this agreement, any and all disputes must be settled in a court of competent jurisdiction in the State of Wisconsin, U.S.A.
17. **Enforcement**. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
18. The effective date of this Agreement is:

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

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| **Recipient of Confidential Information:** | **Discloser of Confidential Information:** |
| Name:  | Name (Print or Type): |
| Company:  | Company: |
| Title:  | Title: |
| Address: | Address: |
| City, State & Zip:  | City, State & Zip: |
| Signature:  | Signature: |
| Date: | Date: |