



Confidentiality Agreement

This Agreement is made effective this _____ day of _____, 2009 by and between _____ having a place of business at _____ and **Microcision LLC**, having a place of business at **5805 Keystone Street, Philadelphia, Pennsylvania 19135**.

1. The term “Confidential Information” shall mean business or technical information, including information related to product planning, pricing, marketing, research and development or any other proprietary information in written, tangible or electronic form which is disclosed by a party (the “Disclosing Party”) pursuant to this Agreement. Confidential Information shall be marked by the Disclosing Party as “proprietary”, “restricted”, “confidential” or an equivalent thereto, or, if initially disclosed and so designated orally, then within twenty days thereafter reduced to a writing which expressly designates such information as confidential or proprietary. In the case of electronic information, all information shall be deemed Confidential Information.
2. Each party receiving Confidential Information (the “Receiving Party”) agrees that it shall not copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose Confidential Information of the Disclosing Party to third parties, or use Confidential Information for any purpose not specifically permitted hereunder, without the express, prior written consent of the Disclosing Party. Without limiting the generality of the foregoing, each party shall use at least the same degree of care to protect the Disclosing Party’s Confidential Information as it does to protect its own Confidential Information, but in no event less than reasonable care.
3. The Receiving Party’s obligation of confidentiality shall not apply to information that:
 - a. is previously known to the Receiving Party
 - b. is in or enters the public domain through no wrongful act of the Receiving Party;
 - c. independently developed by the Receiving Party
 - d. rightfully received from a third party without restriction and without breach of this agreement.
 - e. furnished to a third party by the Disclosing Party without similar restrictions on such party’s rights
 - f. is approved for release by the Disclosing Party’s written authorization or
 - g. is required to be disclosed by order of a governmental agency or legislative body or a court of competent jurisdiction. In the event that a Receiving Party is required by law to disclose Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or requirement so that the Disclosing party may seek an appropriate protective order.

4. The Receiving Party shall not acquire any rights with respect to Confidential Information disclosed pursuant to this Agreement, and any such rights, as between the parties hereto, shall remain exclusively with the Disclosing Party.

5. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of Confidential Information disclosed pursuant to the Agreement. Any such representations shall be contained only in subsequent definitive written agreements.

6. At any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all disclosed information (and all copies, notes of the contents or parts thereof) and all materials prepared by the Receiving Party or its advisors which incorporate or are derived from any Confidential Information disclosed pursuant to this agreement shall be destroyed.

7. Either party may terminate this Agreement at any time upon written notice to the other party, provided the commitments of each party with respect to the Confidential Information disclosed prior to the termination of this Agreement shall survive any termination of the Agreement, and shall continue for a period terminating three (3) years following the date of termination of this Agreement.

8. The parties agree that for a period of one year following the execution and delivery of this Agreement, neither party will hire or solicit for employment any employees of the other party.

9. Each party acknowledges that the other Party will be irreparably harmed if its obligations under this Paragraph are not specifically enforced and that the non-breaching Party would not have an adequate remedy at law in the event of a violation by the other Party of its obligations. Therefore, each Party agrees and consents that the non-breaching Party shall be entitled to an injunction or any appropriate decree of specific performance for any violation or breach thereof either by such Party or its employees or agents.

10. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed the Confidentiality Agreement the day and year above written.

_____ Microcision LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____