

## MUTUAL NON-DISCLOSURE AGREEMENT

**WHEREAS**, this Agreement is entered into between \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_,  
and \_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_.

**WHEREAS**, the parties plan to discuss areas of possible common business interests. In the course of these discussions, it may become necessary for each of the parties to disclose Confidential Information to the other. The purpose of this Agreement is to protect the confidential nature of such information.

**WHEREAS**, DISCLOSING PARTY desires to disclose the details of said Confidential Information to RECIPIENT only with the understanding that the disclosure be kept confidential; and

**WHEREAS**, DISCLOSING PARTY desires to prevent use of said Confidential Information and any of its features by anyone without the prior express written authorization of DISCLOSING PARTY;

**NOW, THEREFORE**, in consideration of the promises and the agreements made herein by said DISCLOSING PARTY and said RECIPIENT, they agree as follows:

1. DISCLOSING PARTY agrees to disclose the details of said Confidential Information to the RECIPIENT.
2. RECIPIENT agrees not to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from said DISCLOSING PARTY to do so.
3. RECIPIENT agrees to keep confidential and not to disclose said Confidential Information or any details thereof or equivalent thereto to any third party without first obtaining express written authorization from said DISCLOSING PARTY to do so.
4. RECIPIENT agrees not to encourage any third party to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from DISCLOSING PARTY to do so.
5. The granting of such written authorization shall be wholly within the discretion of said DISCLOSING PARTY.
6. RECIPIENT agrees not to copy or permit copying or photographing of any documents or samples submitted by said DISCLOSING PARTY and relating to said Confidential Information.

7. RECIPIENT agrees to return any documents and samples submitted by DISCLOSING PARTY and relating to said Confidential Information, to the DISCLOSING PARTY immediately upon request by DISCLOSING PARTY.

8. All rights that the disclosing party may have in Proprietary Information, such as rights of patent, copyright, trade secret or similar intellectual property rights, shall be retained exclusively by the disclosing party. Nothing in this Agreement shall be construed as granting any license, waiver or right to recipient with respect to any Proprietary Information disclosed under this Agreement.

9. In view of the confidential relations which are contemplated between DISCLOSING PARTY and RECIPIENT, it is agreed that RECIPIENT will not copy, publish or otherwise disclose to others outside DISCLOSING PARTY, for five (5) years from the effective date of this Agreement (or such other period as is otherwise specified), any confidential or proprietary information belonging to DISCLOSING PARTY, or belonging to any third party to which DISCLOSING PARTY has an obligation of confidentiality. The aforementioned obligations of secrecy and confidence shall not apply to any of the information and/or detail that is:

- (a) known to the RECIPIENT before being obtained or derived from DISCLOSING PARTY;
- (b) available to the public from sources other than DISCLOSING PARTY at any time before or after it is obtained or derived from DISCLOSING PARTY; or
- (c) obtained or acquired at any time by the RECIPIENT from a third party who has the same in good faith and is free to pass it on to the RECIPIENT.

9. This Agreement shall be governed and construed according to the laws of the United States of America, the Federal Courts of the State of \_\_\_\_\_ and the State of \_\_\_\_\_.

10. The effective date of this Agreement is \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective signatures.

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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