

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement is made by and between _____ having a principal place of business at _____, and _____ having a principal place of business at _____. This Agreement is effective the ____ day of _____, 2016.

1. Definition of Confidential Information. "Confidential Information" shall mean any and all technical and non-technical information including, but not limited to, financial information, customer lists, business forecasts, sales and merchandising, and marketing plans and information, copyright, trade secret, and proprietary information, future and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning development, design details and specifications, and engineering. Information disclosed by the disclosing party ("Discloser") will be considered Confidential Information by the receiving party ("Recipient").

2. Nondisclosure and Nonuse Obligation. Each party agrees that it will not make use of or disclose any Confidential Information of the other party to any person, firm or business, except to the extent necessary for internal evaluations in connection with its consideration of a business relationship with the other party. Each party agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each party represents that it exercises reasonable care to protect its own Confidential Information. Each party agrees that it shall disclose Confidential Information of the other party only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Each party's obligations under Paragraph 2 above with respect to any portion of the other party's Confidential Information shall not apply to information that i) was in the public domain at or subsequent to the time it was communicated to Recipient by Discloser through no fault of Recipient; ii) was rightfully in Recipient's possession as shown by its books and records free of any obligation of confidence at or subsequent to the time it was communicated to Recipient by Discloser; iii) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser, as shown by its books and records; iv) was communicated by the Discloser to a third party free of any obligation of confidence; or v) is required to be disclosed by law.

4. Other.

a. All Confidential Information, and any derivatives thereof, whether created by Discloser or Recipient, remain the property of Discloser and no license or other rights to Confidential Information is granted or implied hereby.

b. Each party's obligations under Section 2 above with respect to Confidential Information of the other party, which it has received, shall continue for _____ following the date such receipt.

c. Any notice required or permitted by this Agreement shall be in writing, sent to the addresses above and shall be delivered by certified or registered mail, return receipt requested.

d. Should any provisions of this Agreement be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

e. The waiver by Discloser of a breach of any provision of this Agreement by Recipient shall not operate or be construed as a waiver of any other or subsequent breach by Recipient.

f. A breach of any of the agreements contained herein will result in irreparable and continuing damage to Discloser, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

g. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes in full any and all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Company:

By: _____

Name: _____

Title: Founder & CSO

Company:

By: _____

Name: _____

Title: _____