

MUTUAL NON-DISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made by and between THE COMPANY and its designated representative ("Developer"), and CUSTOMER, Inc ("CUSTOMER"). In consideration for the parties' agreement to conduct the activities described below, the parties agree:

1. **Proprietary Information.** Each party may find it beneficial to disclose to the other certain information that the party providing the information (the "Disclosing Party") considers to be proprietary and/or confidential (hereinafter referred to as "Proprietary Information"), which may include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, prototypes, studies and other technical information. Proprietary Information may be received by hard copy or electronic means. Proprietary Information also includes oral information identified as proprietary at the time of disclosure.

2. **Protection of Proprietary Information.** The party receiving such disclosure (the "Receiving Party") acknowledges that the Disclosing Party claims its Proprietary Information as a special, valuable and unique asset. The Receiving Party agrees that it will keep in confidence all Proprietary Information, and protect the Proprietary Information with at least the same degree of care as it would its own Proprietary Information of like importance. The Receiving Party will not reverse engineer or use for its own benefit, or use for any purpose other than the Project, any Proprietary Information it receives from the Disclosing Party. The Receiving Party agrees that it will restrict access to the supplied Proprietary Information to personnel assigned to use such information for the aforesaid purpose and who are obligated to treat said disclosure as proprietary in the manner and to the extent provided herein.

3. **Limitations on Proprietary Information.** Proprietary Information shall not include the Disclosing Party's information which:

- a. The Receiving Party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records;
- b. Is or becomes publicly available through authorized disclosure;
- c. Is independently developed by the Receiving Party without the use of any Proprietary Information; or
- d. The Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

If any portion of any Proprietary Information falls within any of the above exceptions, the remainder of the Proprietary Information shall continue to be subject to the requirements of this Agreement.

4. **Return of Proprietary Information.** All information furnished under this Agreement shall remain the property of the Disclosing Party and shall be returned to it or destroyed promptly at its request together with all copies made of such information by the Receiving Party.

All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party based on Proprietary Information shall be destroyed upon request of the Disclosing Party and such destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party.

5. **No License.** Nothing in this agreement may be interpreted as granting any rights to the Receiving Party, by license or otherwise, express or implied, in any invention or discovery of the Disclosing Party, before or after the effective date of this agreement. No rights under any patents, copyrights or mask rights are granted or conveyed by the Disclosing Party transmitting Proprietary Information or other information to the Receiving Party under this Agreement, nor shall such a transmission constitute any representation, warranty, assurance, guaranty or inducement by the Disclosing party to the Receiving Party with respect to infringement of patent or other rights of others.

6. **Notices.** All notices under this Agreement shall be deemed to have been duly given upon the electronic or postpaid mailing of the notice, or upon the facsimile transmission, to the party entitled to such notice at the email, mail address and facsimile number set forth below.

7. **Termination.** The duration of this agreement is 3 years. Neither termination nor expiration of this Agreement relieves the Receiving Party of any nondisclosure duty accepted herein.

8. **Severability.** Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

9. **No Waiver.** The failure of any party to require performance by the other party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.

10. **Governing Law.** This agreement shall be governed by and construed in accordance with United States Federal laws for all purposes, including determining the validity of the agreement, the meaning of its provisions, and any rights, obligations and remedies of the parties.

11. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

12. **Effective Date.** The effective date of this Agreement is _____

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Developer:

Customer:

Name:	Name:
Address:	Address:
Signature:	Signature:
Name (print):	Name (print):
Title:	Title:
Phone:	Phone:
Email:	Email: