

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is effective as of \_\_\_\_\_, 20\_\_\_\_, and covers any and all information discussed from this date forward by and between the parties listed below. WHEREAS, each party listed below wishes to disclose to the other party listed below certain information relation to their individual product designs, business plans and/or marketing strategies, all of which information deems to be confidential and proprietary. This and future discussions/meetings is for the mutual exchange of information and ideas to each individuals benefit.

WHEREAS, the parties are willing to exchange such information for the mutual purpose of exploring business opportunities for same parties listed below.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and promises herein contained, the parties hereto as follows:

1. Confidential Information, as used herein, shall mean oral, written or documentary information which (i) relates to the above identified subject matter, (ii) is received by one party from the other party, and (iii) is designated or otherwise identified as Confidential Information is to be considered confidential and proprietary.
2. The parties agree that for a period of five years from the date of this Agreement, the recipient of Confidential Information shall prevent the disclosure of such information to any person, firm or corporation.
3. All written information and documents delivered by one party to the other shall remain the property of the delivering party, and all such written information and documents, and any copies thereof, shall be promptly returned to the delivering party upon request, or be destroyed at the delivering party's option.
4. For any violations of the provisions of this Agreement, a restraining order and/or injunction may issue against the violating party in addition to any other legal rights and remedies the other party may have.
5. This Agreement shall be governed by the laws of the state of \_\_\_\_\_. If any provision of this agreement is declared void, or otherwise unenforceable, such provision shall be deemed to be severed from this Agreement, which shall otherwise remain in full force and effect.
6. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, express, implied or otherwise for any Confidential Information.

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

1). Name: \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Phone \_\_\_\_\_

2). Name: \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Phone \_\_\_\_\_

3). Name: \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Phone \_\_\_\_\_

4). Name: \_\_\_\_\_ Address \_\_\_\_\_

City/State \_\_\_\_\_ Phone \_\_\_\_\_