**MUTUAL CONFIDENTIALITY AGREEMENT**

This Agreement is made and entered into as of the time on this email.

1.              Definition of Confidential Information. “**Confidential Information**” as used in this Agreement shall mean information concerning a party’s business, property or technology not generally known to the public which is disclosed by a party (a “**Disclosing Party**”) to the other (a “**Recipient**”) and which is either identified as “Confidential” at the time of disclosure or which under the circumstances surrounding the disclosure should reasonably be considered to be Confidential Information.

2.              Nondisclosure and Nonuse Obligation. Recipient shall not in any way disclose any Confidential Information of the Disclosing Party to any third party, unless this information is being used in direct connection with the Disclosing Party’s business interests, and thus is shared with other employees, contractors, or business affiliates, connections, and other aspects of the enterprising network. Recipient will treat all Confidential Information with the same degree of care as it accords its own Confidential Information, but in no case less than reasonable care. Recipient will disclose Confidential Information only to those of its employees and independent contractors who need to know such information.

3.              Exclusions from Nondisclosure and Nonuse Obligations. Recipient’s obligations under Paragraph 2 shall not apply to Confidential Information that Recipient can document (a) was in the public domain at or subsequent to the time communicated to Recipient by Disclosing Party through no fault of Recipient, (b) was rightfully in Recipient’s possession free of any obligation of confidentiality at or subsequent to the time communicated to Recipient by Disclosing Party, or (c) was developed by employees or agents of Recipient independently of and without reference to any Confidential Information communicated to Recipient by Disclosing Party. A disclosure of any portion of Confidential Information either (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt prior written notice thereof to Disclosing Party to enable Disclosing Party to seek a protective order or otherwise prevent such disclosure.

4.              Ownership. All Confidential Information shall remain the property of the Disclosing Party, and no license or other rights to a Disclosing Party’s Confidential Information are granted or implied hereby. Upon request from Disclosing Party at any time, Recipient will, at Disclosing Party’s option, return or destroy all Confidential Information no later than five (5) days following such a request, and certify such destruction or return in writing.

5.              Independent Development. Disclosing Party understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Disclosing Party’s Confidential Information. Nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products or services, or have products or services developed for it that, without violation of this Agreement, compete with the products or services contemplated by Disclosing Party’s Confidential Information.

6.              Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7.              No Warranty. Disclosing Party supplies Confidential Information “AS IS,” and without express or implied warranties of any kind. Disclosing Party shall not be responsible or liable for any business decision made by Recipient in reliance on disclosures made pursuant to this Agreement.

8.              Term. This Agreement will govern all communications between Disclosing Party and Recipient from the Effective Date and remain in full force and effect for two (2) years.

9.              Binding Effect. This Agreement will benefit and be binding upon the parties and their respective successors and assigns.

10.           Non-Waiver; Modification. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver or modification of any provision of this Agreement will be effective unless in writing and signed by both parties.

11.           Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, both oral and written.

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

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| **“Company”**      By:    Name:    Title: | **“Other Party”**      By:    Name:    Title: |