

## MUTUAL NONDISCLOSURE AGREEMENT

This **MUTUAL NONDISCLOSURE AGREEMENT** (“Agreement”) is made as of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between Rosalie Morgan, representing Hand- UP concept and \_\_\_\_\_, a resident of \_\_\_\_\_.

**Whereas**, this Agreement relates to disclosure, orally and/or in tangible form, of certain confidential and proprietary information by each party relating to the other for the purpose of furthering a mutual business relationship, and

**Whereas**, both parties understand that the confidential information received from the disclosing party is regarded by the disclosing party as valuable.

In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term “Confidential Information” shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is identified or should be reasonably understood to be confidential or proprietary. Confidential information includes, but is not limited to, trade secrets, computer programs, software, formulas, data, inventions, techniques, marketing plans, strategies, forecasts and customer lists.
2. Both parties shall keep Confidential Information in strict confidence and shall not disclose it to any third party, provided, however, the receiving party’s internal disclosure of Confidential Information shall be only to those employees and third parties having a need to know such information in connection with this Agreement and only insofar as such persons are bound by nondisclosure obligations consistent with this Agreement. A party shall promptly notify the other person of any unauthorized disclosure or use of Confidential Information by any person.
3. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Recipient without an obligation to maintain its confidentiality prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by recipient in good faith from third party having a right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order provided diligent efforts are undertaken to limit disclosure.

4. This Agreement is the entire agreement between the parties and supercedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by both parties authorized representatives. This Agreement shall be governed by the laws of the State of Ohio. In any action, the prevailing party shall be entitled to reasonable attorneys fees and costs. The obligations under this Agreement shall continue for a period of three (3) years from the Effective Date.
5. Upon written request, the Recipient shall return all tangible forms of Confidential Information received from the Disclosing Party.

The authorized representatives of the parties have signed this Mutual nondisclosure Agreement on the date first written above.

\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name and Title