

RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement ("Agreement") made and effective this ___ day of ____, 2014 by and between _____s ("PARTY1"), and _____ ("PARTY2").

In furtherance of a possible business relationship, PARTY1 and PARTY2 desire to arrange for each to receive certain confidential and proprietary information.

NOW, THEREFORE, the parties hereto agree as follows:

1. Information. For the purposes of this Agreement, "Confidential Information" shall mean information or material that is confidential and proprietary to the disclosing party or the disclosing party's client ("Owner"). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature: software (in various stages of development), spreadsheets, designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information that is proprietary to and confidential information of the Owner.

2. Ownership. All Confidential Information disclosed by Owner shall remain the property of Owner. Nothing herein shall require the disclosure of any Confidential Information.

3. Use of Information.

A. A receiving party ("Recipient") shall use the Confidential Information only for the purposes of evaluating Owner's products, services and any proposed business transaction. Recipient may not use confidential information to develop a competing product, service or company, or in any manner that would cause business harm to Owner. Following disclosure, Recipient shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation. A Recipient shall be under no obligation if any Confidential Information: (i) is or becomes part of the public domain other than by breach of this Agreement by Recipient; (ii) is developed by Recipient independent of any Confidential Information; or (iii) is rightly received by Recipient from a third party.

B. PARTY1 and PARTY2 each agree to restrict circulation of Confidential Information in their respective organizations to those employees who need to receive Confidential Information in order to carry out the above-stated purposes and to give such employees instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for authorized purposes.

4. Remedy. Owner's remedies for a breach of confidentiality include but are not limited to seeking a court to prevent Recipient from any further use of the Confidential Information, and filing suit for damages based on the use of the Confidential Information.

5. Termination. The authority for either party to obtain or retain Confidential Information provided under this letter shall terminate upon the earlier of: (i) the execution and delivery of written agreements and consummation of the business relationship contemplated thereby; (ii) a determination by the parties that the business relationship will not occur; or (iii) written notice of termination given by either party to the other at the address set forth below (the occurrence of any such event, the "Termination Date"). Upon termination for any reason, neither party shall have further rights of any kind with respect to Confidential Information and shall immediately return to the other party all tangible manifestations of the Confidential Information, in any form whatsoever held by the other party. All provisions of this letter agreement relating to confidentiality and restrictions on use and disclosure of the Confidential Information shall continue notwithstanding said termination.

6. Return of Information. All Confidential Information and copies thereof shall be returned to the Owner at Owner's request. At the Owner's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction to Owner within five (5) days.

7. No Exclusivity. Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service or for any other reason.

8. No Publicity. Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

9. No Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

10. Severability. If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.

11. No License. Nothing herein shall be construed as a grant by an Owner of any license, directly or by implication, estoppel or otherwise, in any Confidential Information.

12. Governing Law. This Agreement shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania.

13. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

PARTY1 by:

PARTY2 by:

Signature:

Printed:

Title:

Date:
