

Business Contracts



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MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 200____, by and between <<Company>> (hereafter referred to as “Company”) and <<CustCompany>> (hereafter referred to as “Customer”).

Each of the undersigned parties, and the Company, understands that both parties have a desire to establish an employment, consulting or other business relationship between the Company and the Customer.

Each have disclosed or may disclose information & trade secrets relating to their business (including, but without limitation, client communications and customer lists, computer programs, technical drawings, graphics & media files, algorithms, scripts, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies, business practices and information), which to the extent previously, presently, or subsequently disclosed is hereinafter referred to as “*Proprietary Information*”. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the either parties’ business. The party who discloses Proprietary Information is hereinafter referred to as “Disclosing Party” and the party who receives this information is hereinafter referred to as “Receiving Party.”

Agreements

In consideration of the parties’ discussions and any access to Proprietary Information of either party, both parties make the following agreements:

- a) To hold all Proprietary Information disclosed by either party in the strictest of confidence and to take the same degree of care to protect such information as it does with its own Proprietary Information. No less than reasonable care shall be maintained by either party.
- b) Shall be granted the use of Proprietary Information only within the scope and purpose for which it was disclosed; to be used only for the benefit of the Company; shall not exploit or permit to be used or exploited Proprietary Information for the benefit of the employee or the benefit of another without the express written permission of the Company.
- c) Not to disclose or use any such Proprietary Information or any information derived therefrom to any firm, supplier, business, third party or other organization.
- d) Not to reverse engineer, tamper, alter or copy any such Proprietary Information.
- e) Not to export, allow for export, or distribute into the public domain any such Proprietary Information or product thereof.
- f) That all records, files, letters, memos, faxes, notebooks, drawings, sketches, reports, collateral, program listings, or other written , audio, magnetic, video, source or other tangible material

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