Mutual Non-Disclosure Agreement

**Your Company Name,** a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, with a primary place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "**YCN**"); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation or limited liability company, with a primary place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “**COMPANY**”) in consideration of the rights and duties set forth herein and for other good and valuable consideration, agree as follows:

1. **General.** Each of **YCN** and **COMPANY** desire to discuss a potential business relationship between themselves, as a condition to such discussion, each of the parties has requested that the other execute and deliver this Agreement.
2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

2.1. **"Affiliated Entities"** means each entity, which controls, is controlled by or is under common control of the principal entity.

2.2. **"Confidential Information"** means all information and data disclosed by one party hereunder (a "Disclosing Party") to the other party hereunder (the "Receiving Party") or its Other Parties, of whatever nature, in whatever medium, whether now or hereafter developed, owned or acquired by the disclosing party or its Affiliated Entities, excluding, however, Excluded Information, but as to YCN, including, without being limited to, all agreements and documents of YCN pertaining to its YCN products & services, including its operating rules and its technical specifications.

2.3. **"Other Parties"** means, individually and collectively, the shareholders, directors, officers, employees, contractors, agents and representatives of a party hereunder and any of its Affiliated Entities, and any one or more of the foregoing.

2.4. **"Excluded Information"** means information:

2.4.1. Which at the time of disclosure is in the public domain through no fault of, violation of law or breach of agreement by the Receiving Party;

2.4.2. Which the Receiving Party can demonstrate was known by the Receiving Party prior to receipt from Disclosing Party or was independently developed by its Other Parties who had no access to Confidential Information and without the benefit or use of Confidential Information; or

2.4.3. Which the Receiving Party can demonstrate it has lawfully obtained from a third party under circumstances permitting its lawful disclosure and use.

2.5. **"Person"** means any individual, corporation, partnership, other business entity or governmental entity.

1. **Prohibitions.** The Receiving Party shall hold all Confidential Information in confidence and not disclose, duplicate, communicate, transmit nor use in order to compete with the Disclosing Party the Confidential Information to any Person, and shall not use or exploit any Confidential Information for any purpose; provided, however, Confidential Information may be disclosed by the Receiving Party to its Other Parties solely for the purpose of evaluating the information and/or a potential business relationship with the Disclosing Party.
2. **Receiving Party's Obligations.** Notwithstanding any right the Receiving Party may have hereunder to disclose or use the Confidential Information, the Receiving Party shall:

4.1. Assure that each of its Other Parties who have or may have access to Confidential Information of the Disclosing Party are notified in advance of such access of the confidential nature thereof and the obligations of the Receiving Party under this Agreement with respect thereto; and

4.2. Upon the request from time to time of the Disclosing Party, immediately return and cause to be returned from its Other Parties any and all Confidential Information in documentary form and return or destroy, at the Disclosing Party's option, all copies and reproductions thereof in the possession or control of its Other Parties.

1. **Rights in Confidential Information.** All Confidential Information of a Disclosing Party shall remain the property of the Disclosing Party. Nothing contained in this Agreement shall be construed as granting or implying to the Receiving Party any rights or options, by license or otherwise, with respect to any Confidential Information, or creating any joint venture or agency relationship between Disclosing Party and the Receiving Party. Nothing herein shall obligate a Disclosing Party to make any submissions to a Receiving Party or obligate either party to enter into any business relationship. Each party may provide suggestions, comments or other feedback relating to the other’s products or services (“**Feedback**”).  Feedback, even if designated as confidential, shall not, absent a separate written agreement, create any confidentiality obligation for the other party and each party shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit such Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
2. **Remedies.** Due to the unique nature of the Confidential Information of each party, and its importance to their respective success, each party understands and agrees that the Disclosing Party will suffer irreparable harm and sustain substantial damage to its business and goodwill in the event that the Receiving Party fails to comply with any of its obligations under this Agreement, and each of the parties agree that in addition to any other remedy which the Disclosing Party may have at law or in equity, the Disclosing Party shall be entitled to injunctive relief for breach of this Agreement by the Receiving Party or its Other Parties. Further, any ascertainable profits derived by a breaching party as a result of the breach of this mutual nondisclosure agreement shall be paid in full, with interest, to the aggrieved party, along with any reasonable attorneys’ fees incurred in the enforcement of this Agreement.
3. **Duration.** The obligations of the parties under this Agreement shall continue for a period of three (3) years.
4. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
5. **Choice of Law.** The laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall govern this Agreement and the interpretation thereof, without resort to its internal conflict of law’s provisions.
6. **Waivers.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right or future rights of the parties.
7. **Binding Agreement.** The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against any heirs, successors and assigns of the parties.
8. **Entire Agreement.** This Agreement contains all of the agreements of the parties with respect to the subject matter hereof and may not be modified or amended except by written instrument signed by each of the parties. The Agreement shall remain in full force and effect unless terminated in writing and signed by the parties, or if an aggrieved party terminates the Agreement as a result of a breach of the terms hereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized signatories.

**Your Company Name**

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Company Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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