

## MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on \_\_\_\_ day of \_\_\_\_ 20\_\_, ("effective date") by and between \_\_\_\_\_, a \_\_\_\_\_ Corporation, ("XXXXXX") and Data Boiler Technologies, LLC., a Massachusetts corporation ("DBT").

WHEREAS, DBT and XXXX (the "Parties") desire to engage in business related discussions and negotiations regarding a potential business relationship ("Transaction").

WHEREAS, the Parties may provide to each other certain confidential and proprietary information in connection with the Transaction and each desires that any such information provided shall be kept confidential by the other party; and

WHEREAS, in consideration of the disclosure of such information, each party is willing to keep the other party's information confidential in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, DBT and XXXX hereby agree as follows:

1. Confidential Information "Confidential Information" means nonpublic information that disclosing party ("Disclosing Party") designates as being confidential or which, under the circumstances surrounding disclosure the receiving party ("Receiving Party") should know is treated as confidential by the Disclosing Party. Confidential Information includes, without limitation, non-public information relating to released or unreleased Disclosing Party software products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, financial information, technical information, computer systems, infrastructure designs, data, analysis, compilations, studies or other documentation and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party, its related entities and/or agents is covered by this Agreement. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party without access to the Disclosing Party's information, or (v) the Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the other party is provided notice of such requirement prior to any such disclosure.
2. Obligations Each party agrees that it shall not make use of, disseminate, or in any way disclose any Confidential Information of the Disclosing Party to any person, firm, or business, except to the extent necessary for the Transaction. The existence of any business negotiations, discussions, consultations, or agreements in progress between the parties shall not be released to any form of public media, unless agreed between the parties in writing. Both parties acknowledge that the Receiving Party shall protect the secrecy of all Confidential Information, that said Confidential Information is of critical importance to the Disclosing Party, that any violation of this Agreement would seriously and irreparably impair and damage the Disclosing Party's business, and that the Recipient shall keep all Confidential Information in a fiduciary capacity for the sole benefit of the Disclosing Party. The Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, and the Receiving Party represents that it exercises reasonable care to protect its own Confidential Information. The Receiving Party agrees disclose Confidential Information only to those employees who need to know such information and certifies that such employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. The Receiving Party will immediately and unconditionally give written notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of the Confidential Information.

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3. Return of Information Upon the request of the Disclosing Party, Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
4. Injunctive Relief Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive and other equitable relief (without bond and without the necessity of showing actual monetary damages) as may be deemed proper by a court.
5. No Further Rights All Confidential Information is and shall remain the property of Disclosing Party. Nothing contained in this Agreement shall be construed to as granting or conferring any rights in the Confidential Information except as provided herein.
6. No Commitment. The parties expressly agree that the provision of Information hereunder and discussions held in connection with the Transaction shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussions with the other or to take, continue or forego any action relating to the Transaction. Any estimates or forecasts provided by either party to the other shall not constitute commitments.
7. Miscellaneous
  - I. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
  - II. This Agreement shall be construed and controlled by the laws of the State of Massachusetts and both parties further consent to jurisdiction by the state and federal courts sitting in Boston, Massachusetts.
  - III. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior approval.

**Data Boiler Technologies, LLC.**

**XXXXXX**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_