

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between Ruth Anne Wood, Scripting for Success™, a sole proprietorship having its principal place of business at 76 E. State St, Doylestown, PA 18901 ("My Company") and \_\_\_\_\_, a sole proprietorship whose principal mailing address is \_\_\_\_\_ (the "Second Party").

### PRELIMINARY STATEMENTS

A. xxx and the Company wish to exchange certain proprietary information. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form. When discussed jointly, xxx and the Company will be referred to as "Parties" and individually, each as a "Party".

B. and the Company wish to exchange certain proprietary and confidential information pertaining to each Party's respective business ("Confidential Information"). Confidential Information may include, but is not limited to, all technical and non-technical information that the Disclosing Party (defined herein) provides to the Receiving Party (defined herein), such as (a) information relating to pending patent, copyright and trademark applications (b) trade secrets, and (c) proprietary information concerning research and development, design details and specifications, engineering, financial information, procurement requirements, purchasing, customer lists, existing or prospective investors, employees, or other business relationships, forecasts, sales and merchandising, marketing plans and information the Disclosing Party supplies regarding third parties.

C. xxx and the Company are willing to disclose Confidential Information (as "Disclosing Party") and receive Confidential Information (as "Receiving Party") on the terms and conditions set forth herein, to retain it as confidential, and not to use or disclose Confidential Information except as expressly permitted by this Agreement.

### TERMS AND CONDITIONS

1. The Receiving Party acknowledges and agrees to use the Confidential Information for the sole purpose of evaluating a potential business relationship with the Disclosing Party (the "Evaluation"). The Receiving Party will not use any Confidential Information for any other purpose or for the benefit of any person or entity, or reveal, disclose, report, publish or transfer any Confidential Information to any other person or entity, without first obtaining the Disclosing Party's written permission to do so.

2. The Receiving Party may disclose Confidential Information only to those of its or its Affiliates' employees, agents and other representatives of Receiving Party who (i) are bound by this Agreement or agreements no less restrictive to keep the Confidential Information confidential, (ii) need to know Confidential Information for purposes of the Evaluation, and (iii) have been made aware of the Receiving Party's obligations under this Agreement. The Receiving Party will be responsible for their compliance with the terms of this Agreement. For the purpose of this Agreement "Affiliates" shall mean any company or business entity which controls, is controlled by, or is under common control with, either xxx or Company. For purposes of this definition, "control" shall mean the possession, directly or indirectly or the power to direct or cause the direction of the management and policies of an entity (other than a natural person), whether through the majority ownership of voting capital stock, by contract or otherwise.

3. The Receiving Party's obligations set forth in this Agreement will not extend to any information that the Receiving Party can demonstrate by written proof:

(i) was already known to the Receiving Party or its Affiliates, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party or its Affiliates, as evidenced by contemporaneously dated written documents of the Receiving Party;

(ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party or its Affiliates;

(iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party or its Affiliates in breach of this Agreement;

(iv) was disclosed to the Receiving Party or its Affiliates, other than under an obligation of confidentiality to a third party, by a third party who had no obligation to the Disclosing Party or its Affiliates not to disclose such information to others, as evidenced by contemporaneously dated written documents; or

(v) was independently discovered or developed by the Receiving Party or its Affiliates without use of Confidential Information belonging to the Disclosing Party.

4. This Agreement does not serve to grant the Receiving Party a license to use any of the Disclosing Party's Confidential Information under patent, trademark or copyright laws, or under similar laws protecting trademarks, trade names, trade secrets or other intellectual property.

5. The Receiving Party will not create any data, results and work product based on the Confidential information of the Disclosing Party. In the event that the Receiving Party should create any data, results and/or work product based on the Confidential information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with all data and results the Receiving Part, its Affiliates, employees, agents and/or other representatives accumulate or create concerning the Confidential Information of the Disclosing Party (the "Data") and the Data shall be deemed to be

Confidential Information of the Disclosing Party to which the obligations provided in this Agreement apply. Further, the Receiving Party hereby assigns, and agrees to assign, to the Disclosing Party, all rights, title and interests in and to the Data. The Receiving Party hereby represents and warrants to the Disclosing Party that it has entered into written agreements with all of its Affiliates, employees, agents and other representatives as necessary for the Receiving Party to fulfill its obligations hereunder. All rights in the Confidential Information of each Party, whether it is provided to or deemed to have been provided to the Receiving Party, including without limitation, the right to apply for intellectual property rights in its own name, are and shall remain vested exclusively in the respective Disclosing Party and the **Receiving Party** shall not apply for such rights.

6. In the event that either the Receiving Party or the Disclosing Party terminates this Agreement for any reason or the expiration of this Agreement, the Receiving Party agrees that, promptly upon the request of the Disclosing Party, the Receiving Party will, at the Disclosing Party's sole discretion, either return to the Disclosing Party or destroy all of the Confidential Information in the possession or control **of the Receiving Party and/or the possession or control of the Receiving Party's Affiliates, employees, agents and other representatives**, and the Receiving Party and they will also destroy all memoranda, documents or other records created by the Receiving Party **and/or the Receiving Party's Affiliates**, employees, agents or other representatives making use of any Confidential Information; provided however, that the Receiving Party may retain one copy of such Confidential Information, memoranda, documents or other records in its files solely for archival purposes.

7. The Receiving Party agrees that any breach or threatened breach of this Agreement will result in immediate and irreparable injury (for which there is no adequate remedy at law to the Disclosing Party). The Receiving Party agrees that the Disclosing Party, upon discovering a breach or threatened breach of this Agreement by the Receiving Party or any of the Receiving Party's employees, agents or other representatives, will be entitled to seek equitable relief in the nature of an injunction, which relief will be in addition to any and all other rights and remedies the Disclosing Party may have. Injunctive relief may be granted by any court having jurisdiction thereof. In the event that the Receiving Party or the Receiving Party's employees, agents or other representatives breach or threaten to breach this Agreement, the Receiving Party agrees to reimburse the Disclosing Party for all costs (including the reasonable fees and costs of attorneys and other professionals) in enforcing its rights hereunder.

8. In the event that the Receiving Party or the Receiving Party's or **any of its Affiliates, employees, agents or other representatives** become compelled by judicial or administrative process to disclose any of the **Disclosing Party's** Confidential Information, the Receiving Party will use reasonable efforts to give the Disclosing Party prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy to safeguard its interest in the Confidential Information. In the event that such protective order or other remedy is not obtained, the Receiving Party and the Receiving Party's Affiliates, employees, agents and other representatives, **as applicable**, will furnish only that portion of the **Disclosing Party's** Confidential Information which the Receiving Party is advised is legally compelled and will exercise

reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

9. In the event any provision of this Agreement is held invalid by a court of competent jurisdiction, this Agreement will remain in effect as to all other provisions, as if the invalid provision had not been included.

10. The Receiving Party understands and acknowledges that the Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and the Disclosing Party will not have any liability to the Receiving Party or any other person resulting from the Receiving Party's use of the Confidential Information. Only those representations or warranties that are made to the Receiving Party in any definitive business agreement arising from its Evaluation when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

11. This Agreement may only be amended or modified by a writing making specific reference to such amendment or modification that is signed by both Parties. In the event that the Receiving Party and the Disclosing Party enter into any business agreement arising from the Receiving Party's Evaluation, this Agreement will continue to remain in force and effect except to the extent the new agreement specifically states otherwise.

12. This Agreement will be governed by and construed under the laws of Pennsylvania without regard to its conflict of laws principles and will be binding upon the legal successors and assigns of the Parties. The state and federal courts located in Pennsylvania will have exclusive jurisdiction over claims or disputes relating to this Agreement and each Party agrees to submit to the jurisdiction of those courts for these purposes.

13. The person who signs below on a Party's behalf has authority to bind such Party to this Agreement.

The undersigned have hereby entered into this Agreement as of the date both have signed.

IN WITNESS WHEREOF: \_\_\_\_\_

YOUR COMPANY

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

SCRIPTING FOR SUCCESS TM

*Ruth Anne Wood*  
\_\_\_\_\_  
Signature Date

Ruth Anne Wood  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title