

## **BILATERAL (MUTUAL) NON-DISCLOSURE AGREEMENT**

This BILATERAL (MUTUAL) NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into by and between Lanalex Cloyd, Inc., whose place of business is located at 5204 Faulk Dr., Export, PA 15632 and \_\_\_\_\_, whose place of business is located at \_\_\_\_\_. The effective date ("Effective Date") of this Agreement shall be the signature date of the last of the Parties to sign this Agreement.

The parties are hereinafter referred to individually as the "Party" and collectively as the "Parties".

### **1. Purpose**

- 1.1. Each Party (the "Receiving Party") understands and acknowledges that the other Party (the "Disclosing Party") has disclosed or may disclose information of a confidential nature, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.
- 1.2. As used herein, PROPRIETARY INFORMATION means information which (i) embodies trade secrets as defined under 18 U.S.C. §1839 or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. §552(b)(4)), either of which is developed at private expense outside this Agreement and which is marked as PROPRIETARY INFORMATION. If Proprietary Information is transmitted orally {i.e., information expressed by spoken words), the Disclosing Party shall provide a writing indicating that such oral communication constituted Proprietary Information within thirty (30) days of such disclosure.
- 1.3. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes, through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee, generally available to the public, or (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to the Receiving Party by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party.
- 1.4. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

### **2. Receiving Party's Obligation**

- 2.1. The Receiving Party agrees not to disclose Proprietary Information to any third party.
- 2.2. The Receiving Party further agrees that access to Proprietary Information shall be provided only to the Party's employees, agents and independent contractors who are required to have access specifically related to the purpose(s) permitted herein.

- 2.3. The Receiving Party shall inform individuals having access to such Proprietary Information of the confidential nature of this information and the restrictions on its disclosure and use; and shall require that such employees, agents and independent contractors preserve the secrecy of such information with respect to third parties. The standard of care imposed on the Receiving Party for protecting the Proprietary Information will be that degree of care that it uses to prevent disclosure, publication or dissemination of its own confidential information of like importance.

### 3. MISCELLANEOUS

- 3.1. Effective Date. The effective date of this Agreement shall be the signature date of the last of the Parties to sign this Agreement.
- 3.2. No License. No license, express or implied, in the Proprietary Information or other proprietary right is granted hereunder other than to use the information in the manner and the extent authorized by this Agreement.
- 3.3. Expiration and Termination. If not earlier terminated by either Party, this Agreement shall expire in twelve (12) months. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice. Upon expiration or termination hereof, each Party shall certify in writing that all copies and partial copies of such Proprietary Information have either been returned or destroyed. Notwithstanding the above, the obligations of confidentiality set forth in this Agreement shall survive termination of this Agreement.
- 3.4. Assignment. Neither Party may assign, sell, license, grant, dispose or otherwise transfer any of its rights and obligations under this Agreement, or any part thereof, without the prior written consent of the other Party.
- 3.5. Binding Effect. This Agreement shall be binding on the Parties their heirs, assigns and successors-in-title.
- 3.6. Entire Agreement. This Agreement represents and constitutes the entire agreement between the parties, and supersedes and merges all prior negotiations, agreements and understandings, oral or written, with respect to its subject matter. The Parties further acknowledge that facsimile and electronic signatures are fully binding and constitute a legal method of executing this Agreement.
- 3.7. Modification; Waiver. This Agreement may not be altered, amended or modified in any way except by a writing signed by all the Parties. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- 3.8. Severability. If any provision of the Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and

enforceable provision which most nearly affects the parties' intent in entering into this Agreement.

- 3.9. The obligations of confidentiality set forth in this Agreement do not apply to information which (i) becomes publicly known without the fault of either of the consenting Parties; (ii) has been made available by the Parties (or the owners where the Parties are not the owners) to others without obligation concerning its confidentiality; (iii) is already in the possession of the Parties without obligation concerning its confidentiality; (iv) is independently developed by employees of the receiving Party who do not have access to such Proprietary Information or (v) is required to be disclosed by U.S. law, including a court order from a court of competent jurisdiction.
- 3.10. Governing Law and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute or claim arising out of or in connection with this Agreement, including regarding its existence, validity or termination, shall be submitted to any competent Court in the Commonwealth of Pennsylvania, that shall have sole and exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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