

MUTUAL AGREEMENT

FOR

USE AND NON-DISCLOSURE

OF

CONFIDENTIAL INFORMATION

Section I

This Agreement is effective beginning *date of today*, between

Client (Client)

whose principal offices are located at
legal address,

and

DEITON LLC (DEITON),

whose principal offices are located at
46 Countryside AP, Hackettstown, NJ 07840, USA.

This Agreement is executed for the purpose of protecting certain “Company Secrets and Proprietary Information”, as defined herein, which may hereinafter be disclosed between *Client* and DEITON during any subsequent discussions conducted between these two parties regarding business arrangements contemplated between the parties.

This Agreement is bilateral. Both parties to this Agreement can disclose information and both parties can receive information. The terms “Recipient” and “Discloser” shall apply to each party as the terms relate to their particular transactions. Both parties to this Agreement are protected by the provisions of this Agreement. When any party under this Agreement discloses Proprietary Information, such party is entitled to the protections outlined in this document. When any party under this Agreement is the

recipient of Proprietary Information, such party has an affirmative obligation to obey the protective requirements of this Agreement.

The specific Proprietary Information contemplated for disclosure under this Agreement is described as follows:

Consulting Services.

Any attachments or addendums hereto describing additional Company Secrets or Proprietary Information shall be within the coverage of this Agreement and the provisions of this Agreement shall be binding upon information listed in such attachments.

Section II

The parties agree “**Company Secrets and Proprietary Information**” as referred to herein is defined as follows:

- 1) All information disclosed to a recipient (hereinafter “Proprietary Information”) shall be deemed **CONFIDENTIAL** and **PROPRIETARY** to the disclosing party provided that: written information is clearly and conspicuously marked “confidential” or “proprietary” and verbal information is thereafter placed in written form, marked as “confidential” or “proprietary” and delivered to the party receiving such proprietary information within thirty (30) days after disclosure is made.

- 2) The recipient of any information pursuant to this Agreement shall have no obligation to protect information that:
 - (a) was known to Recipient, readily available to Recipient or within legitimate possession of Recipient prior to this Agreement;
 - (b) is or becomes available to the public through publication or other communicative source accessible to the public that is not a result of a breach of this Agreement by one of the parties hereto;
 - (c) subsequent to disclosure under this Agreement, is lawfully received from a third party possessing rights to such information without restriction upon the third party’s right to disseminate such information and without notice of any restriction against its further disclosure;
 - (d) is developed independently by Recipient through parties who have not had, directly or indirectly, access to or knowledge of the Proprietary Information covered by this Agreement;

- (e) is transmitted to the recipient after the disclosing party has received written notice from the recipient that the recipient does not desire to receive further Proprietary Information.;
- (f) is disclosed pursuant to governmental action or order of a court of competent jurisdiction and an appropriate protective order or its equivalent is not available.

Section III

The parties agree disclosure of all Proprietary Information under this Agreement shall be governed as follows:

- 1) All parties receiving Proprietary Information in accordance with this Agreement have an affirmative duty to protect such information for three (3) years from the date of expiration of this Agreement.
- 2) A recipient may use the Proprietary Information described herein only for purposes of discussions between the parties to this Agreement. The parties hereto receive no right of ownership, license, trademark, invention, copyright, patent or any other form of enforceable intellectual property right by virtue of execution of this Agreement.
- 3) A recipient shall at all times use the highest standard of care to protect the disclosed Proprietary Information from unauthorized use or disclosure by exercising the same high degree of care recipient applies to protect its own similar proprietary information. Both parties agree all Proprietary Information shall be retained by the receiving party in a secure place with access limited to only such of the receiving party's employees or agents who need to know such information to serve the purposes of this Agreement.
- 4) Each party receiving Proprietary Information agrees that, upon written request of the discloser, recipient shall take all reasonable steps necessary to recover any compromised Proprietary Information which may be revealed to a third party in contravention of this Agreement.

- 5) Each party agrees not to reveal its relationship with the other party to this Agreement to any third parties except for purposes of informing the receiving party's employees or agents who require such information to serve the purposes of this Agreement.
- 6) Proprietary Information supplied to either party shall not be reproduced in any form except as necessary to accomplish the objectives of this Agreement.
- 7) All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party and shall be used by the receiving party only for the purposes intended. Such Proprietary Information, including all copies thereof, shall be returned to the disclosing party or, in the alternative, shall be destroyed after the receiving party's need for it has expired. Such Proprietary Information shall also be destroyed at any time upon request of the disclosing party, and in all cases, upon termination of this Agreement.
- 8) Neither party to this Agreement shall have any affirmative obligation to disclose to the other party any Proprietary Information.
- 9) Any signature of this Agreement by any party communicated to the other party via facsimile or other electronic means of transmission shall constitute execution of this Agreement. This Agreement may not be changed or modified by a subsequent agreement between the parties, except by written modification signed by an authorized representative for each party.

- 10) Neither party to this Agreement may assign this Agreement, nor any rights or obligations arising hereunder, without the express written consent of all other parties to this Agreement. Any such unapproved assignment shall be void.
- 11) This Agreement shall be effective for a period of one (1) year from date of execution. The parties may exchange information under this Agreement throughout that time period. It may be terminated at any time during the period of its effectiveness by mutual agreement of the parties or upon sixty (60) days written notice to the other party; provided that early termination of this Agreement shall not relieve the recipient of its obligations under the Agreement regarding Proprietary Information exchanged prior to the effective date of termination.
- 12) This Agreement and the rights of the parties hereto shall be interpreted according to the laws of New Jersey, USA, excluding the choice of law provisions thereof. In addition to any other remedies which the Company may have at law or in equity, it shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance and to prevent a breach or threatened breach of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement on the effective date stated above:

Damm Management Consulting

46 Countryside AP
Hackettstown, NJ, 07840
USA
Tel: +1 201-456-1697
Fax: +1 973-939-8486

Client

Address
City, State, ZIP Code
Country
Phone:
Fax:

By: *Legal representative of DEITON*

Title:

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____