

**[Your Client]  
and  
[Your Company]**

**MASTER AGREEMENT FOR MUTUAL DISCLOSURE OF  
INFORMATION**

## MASTER AGREEMENT FOR MUTUAL DISCLOSURE OF INFORMATION

Effective Date: [ 2009]

This Agreement governs the disclosure of information between **[Your Company]** [**“co. Initials /short name”**] having an address of **[Your Business Address]** and **[Your Client]** [**“co. Initials /short name”**] having its principal place of business at **[Clients Business Address]**. If a company name is entered above, the person signing this Agreement acknowledges that he or she is binding the entire company and represents that he or she has the authority to do so. A party disclosing Confidential Information (as defined below) pursuant to this Agreement is referred to herein as a “Disclosing Party” and a party receiving Confidential Information pursuant to this Agreement is referred to herein as a “Recipient.”

1. “Confidential Information” as used in this Agreement shall mean any and all proprietary or confidential Technical and Non-Technical Information meeting the requirements of Paragraph 2 below. “Non-Technical Information” means information related to a party’s financial, purchasing, manufacturing, sales personnel, merchandising, agreements/contracts and marketing activities. “Technical Information” is any information that is not Non-Technical Information and includes, but is not limited to, proprietary inventions, know-how, processes, algorithms, software programs, software source documents, functional requirements, design details and specifications related to the current, future and proposed products and services, and associated oral, electronic and written information concerning research, experimental work, and development projects. Customer lists will also be considered Technical Information for the purposes of this Agreement.
2. If the information is contained in writing, it must be marked as confidential or proprietary information to be considered Confidential Information of the Disclosing Party. Any oral, electronic or visual disclosure accompanying such writing will also be considered Confidential Information. If the information is disclosed orally or visually without an accompanying writing, it must be identified as confidential at the time of disclosure to be considered Confidential Information.
3. Each party agrees that it will not reproduce, 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 negotiations, discussions, and consultations with personnel or authorized representatives of either party (as permitted in Paragraph 4) and any other purpose a Disclosing Party may authorize in writing. Furthermore, the existence of any business discussions, negotiations or agreements (including this Agreement) in progress between the parties shall not be disclosed to any form of public media without approval of both parties. Notwithstanding anything to the contrary in this paragraph, either party may disclose Confidential Information to the extent necessary to respond to a valid order by a court or other governmental body, as either party receives a court order, or is otherwise required by law to disclose any Confidential Information, such party will (i) notify the Disclosing Party immediately upon receipt of such court order or other document requiring disclosure, such that the party whose Confidential Information may be disclosed, has time to object and/or move for a protective order, and (ii) file any information disclosed in response to such order under seal and/or request that the court shall seal such Confidential Information. Except as may ultimately be required by such court order or law, both party’s obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect.
4. Each party agrees that it shall disclose Confidential Information of the other party only to those of its personnel or authorized representatives (e.g., temps, consultants and contractors) who need to know such information and who have agreed, either as a condition to employment or prior to obtaining the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement.

5. Each party agrees that it shall treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, and each of the parties represents that it exercises commercially reasonable care to protect its own Confidential Information.
6. Each party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party.
7. A Recipient's obligations under Paragraphs 3, 4 and 5 with respect to any portion of the Disclosing Party's Confidential Information shall terminate when the Recipient can document that such Confidential Information: (a) was in the public domain at the time or entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (b) was in the Recipient's possession free of any obligation of confidence at the time or was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (c) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient; (d) was not marked as Confidential Information at the time of such communication; or (e) if Non-Technical Information was disclosed to Recipient by the Disclosing Party more than three (3) years earlier and if Technical Information, more than five (5) years earlier.
8. All Confidential Information (including, without limitation, code, documents, drawings, models, apparatus, sketches, designs and lists) furnished to one party by the other, shall remain the property of such party and all tangible Confidential Information shall be returned to the Disclosing Party promptly upon written request, together with any copies thereof.
9. Neither party shall communicate any information that violates the proprietary rights of any third party.
10. Neither party acquires any licenses under any intellectual property rights of the other party under this Agreement.
11. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any foreign government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval. The Disclosing Party will cooperate in obtaining such export licenses.
12. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, provided however; (1) no written consent shall be required to assign this Agreement to any parent or the wholly owned subsidiary of the party; and (2) **["your co. Initials /short name"]** is deemed to have given its written consent to any notation or assignment of any or all rights and obligations herein where it is undertaken by **["client co. Initials /short name"]** as part of a merger, reorganization or restructuring. Any attempt to transfer all or part of either party's rights or obligations without the required consent shall be null and void and of no effect.
13. The parties agree that a breach or threatened breach of this Agreement may result in irreparable injury to the Disclosing Party. Therefore, in addition to its other remedies, the Disclosing Party will be entitled to injunctive relief to restrain any threatened or continued breach of this Agreement. The parties waive any requirement for the posting of a bond or other security in connection with the Disclosing Party being granted any injunctive relief, unless ordered to post a bond or security by a court of competent jurisdiction.
14. Each party indemnifies and holds the other party harmless against all claims, damages and expenses, including reasonable attorney's fees, resulting from a breach of this Agreement.
15. This Agreement shall govern all communications between the parties that are made during the period from the Effective Date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that each party's obligations under Paragraphs 3, 4, 5 and 6 with respect to Confidential Information of the other party received prior to such notice shall continue unless and until terminated pursuant to Paragraph 7.

- 16. This Agreement is subject to the laws of **[Jurisdiction you wish to use]** and the parties submit to the exclusive jurisdiction of the **[Country of Jurisdiction]** courts.
- 17. This Agreement may only be changed by mutual written agreement signed by both parties.
- 18. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in first class mail (postage prepaid), or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.
- 19. This Agreement may be signed in counterparts. The parties also agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties below have executed this Master Agreement for Mutual Disclosure of Information as of date reflected on page one of this Agreement.

**[Clients Full Business Name]**

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

Print Name: \_\_\_\_\_ Company Stamp  
*(Where required)*

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

**[Your Full Business Name]**

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

Print Name: \_\_\_\_\_ Company Stamp  
*(Where required)*

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