

Reciprocal Non-Disclosure and Confidentiality Agreement

This Reciprocal Non-Disclosure and Confidentiality Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 20__ (“**Effective Date**”) by, between and among the _____ (“**Company**”) having its principal place of business at _____ and _____ (“**Individual**”). Company and Individual shall hereinafter collectively be referred to as the “**Parties**” and individually as the “**Party**”.

Background

The Parties desire to discuss certain business evaluations and reviews and to exchange information for the purpose of a conducting those evaluations and reviews and to provide an educational project (“**Purpose**”). In order to further the Purpose, and in order for the Parties to share or receive information under terms that will protect the confidential and proprietary nature of such information, the Parties desire to enter into this Agreement.

Agreement

The Parties agree as follows:

1. The Parties may find it beneficial to disclose to each other certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, maps, blueprints, diagrams, flow and other technical, financial or business information, as well as third party information furnished under an obligation of confidentiality (“**Confidential Information**”). Information shall be deemed to be Confidential Information if it is marked confidential, or if, under the circumstances surrounding disclosure, it should reasonably be considered to be Confidential Information. Additionally, the disclosing Party may confirm, within three (3) days of providing any information, that such information is to be treated as Confidential Information.

2. The Parties agree to hold such Confidential Information in confidence, with the same care the receiving Party uses for its own Confidential Information, which, in no event shall be less than a reasonable standard of care. Confidential Information shall be used solely for the Purpose, and the Parties agree that it shall only disclose Confidential Information to those employees and consultants who have a need to know such Confidential Information in furtherance of the Purpose. Prior to providing the Confidential Information to any employee or consultant, the receiving Party shall ensure that an executed nondisclosure agreement is in place with each employee or consultant with protections that are substantially similar to the protections in this Agreement. Prior to providing any Confidential Information to employees or consultants, the receiving Party shall notify such persons that such information is Confidential Information and must be kept in confidence as set forth in this Agreement. The receiving Party shall be responsible for any breach of this agreement by such Party's employees and consultants. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS MADE OR GIVEN UNDER THIS AGREEMENT AS TO THE ACCURACY, COMPLETENESS OR CURRENT NATURE OF ANY OF THE CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT, OR ITS USEFULNESS OR FITNESS FOR PURPOSE FOR, OR USE WITH, OR IN RELATION TO THE PURPOSE.

3. The obligations of confidentiality under this Agreement shall not apply to any information that: (a) was previously known to the Parties free of any obligation to keep it confidential; (b) is or has become publicly known, through no wrongful act of either Party; (c) was rightfully received from a third party who is under no obligation of confidence to the receiving Party; (d) was independently developed by the Parties without use of Confidential Information that has been disclosed pursuant to this

Agreement; or (e) was required to be disclosed in order to comply with applicable law or regulation (including without limitation for securities law purposes) or with any requirement imposed by any governmental or court order but only to the extent required. Prior to making any disclosure under subsection (e) above, the receiving Party shall: (i) immediately notify the disclosing Party of the required disclosure upon receipt of a governmental or court order; and (ii) cooperate with the disclosing Party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate determination against or limiting disclosure or use of the Confidential Information, at no cost to the Parties.

4. All Confidential Information shall remain the exclusive property of the disclosing Party. The disclosure of Confidential Information by the disclosing Party shall not constitute an express or implied grant to the receiving Party, of any rights to or under the disclosing Party's patents, copyrights, trade secrets, trademarks or any other intellectual property rights. Upon the disclosing Party's request, at the completion of the Purpose, all Confidential Information shall be either returned to the disclosing Party or destroyed and certified in writing that such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement.

5. Neither Party shall in any way or in any form distribute, disclose, publicize, issue press releases, or advertise in any manner, including, but not limited to, making representations in court pleadings (except as required under law), the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement or the information provided pursuant to this Agreement, or that any conversations or discussions are occurring or have occurred between the Parties, nor shall either Party use the other Party's trademarks, trade names or other proprietary marks in any manner, without first obtaining the prior written consent of such Party.

6. This Agreement shall continue for a period of one (1) year from the Effective Date or until such time as a definitive agreement(s) is entered into by the Parties with respect to the Purpose provided however that the obligations contained in this Agreement shall survive termination of this Agreement for a period of five (5) years from the date of termination of this Agreement.

7. This Agreement shall be governed by and constituted and enforced in accordance with the internal laws of the State of North Carolina, and shall be binding upon the parties hereto in the United States and worldwide. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other term hereof. The Parties agree to submit to the jurisdiction of any state or federal court sitting in North Carolina. Each party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement.

8. The Parties acknowledge that remedies at law may be inadequate to protect the disclosing Party against any actual or threatened breach of this Agreement by the receiving Party or by its representatives and, without prejudice to any other rights and remedies otherwise available to the disclosing Party, the Parties agree to allow the seeking of injunctive or other equitable relief in the disclosing Party's favor, without the requirement of providing proof of actual damages.

9. This Agreement contains the sole and entire agreement between the Parties related to the disclosure of Confidential Information with respect to the Purpose. This Agreement may only be modified in a writing executed by both Parties. Should any provision of this Agreement be deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

10. This Agreement shall not create, nor will it create an obligation to form a joint venture, partnership or other formal business relationship of any kind nor will it prohibit either Party from engaging in similar discussions, relationships, or transactions with a similar Purpose, with any other third party.

11. Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either Party.

12. If a legal action between the Parties arises from this Agreement or the conduct of any Party with respect to any Confidential Information, the prevailing Party shall recover from the other Party its reasonable attorney fees and costs. No waiver of any right under, or breach of, this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced.

13. This Agreement may be executed by facsimile and in counterparts.

14. Other than this Agreement, no contract or agreement providing for any relationship involving the Parties (whether relating to the Purpose or otherwise) will be deemed to exist between the Parties unless and until a final definitive agreement(s) has been executed and delivered by each of the Parties, and unless and until any such definitive agreement(s) has been executed and delivered, neither Party will be under any legal obligation of any kind or nature whatsoever, except for the terms and conditions set forth in this Agreement

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year written above.

INDIVIDUAL

COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____