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## MUTUAL NON-DISCLOSURE AGREEMENT

### This Agreement:

is dated as \_\_\_\_\_, 2020 ("Agreement"). The parties are Blaylock, LLC having its principal office at 209 Oak St., Evansville, Indiana 47713 ("Blaylock"), and \_\_\_\_\_, having its principal office at \_\_\_\_\_ ("Company").

**Whereas**, Blaylock and Company wish to exchange certain Confidential Information in connection with discussions and existing or possible business relationship pertaining to \_\_\_\_\_, hereinafter referred to as the "Purpose"; and

**Whereas**, Blaylock and Company wish to define the rights and obligations of each with respect to their handling and disclosure of such Confidential Information.

### Terms:

**In consideration of the mutual covenants and conditions set forth herein, Blaylock and Company agree as follows:**

#### 1. Definition of Confidential Information:

Confidential Information is any information relating to the intellectual property, business practices, and ideas of either party, whether or not reduced to writing or other tangible expression, which the disclosing party considers to be proprietary and confidential. Such Confidential Information includes, but is not limited to: (i) data, concepts, products, samples, product designs, concepts, software, documents, trade secrets; studies, business plans, feasibility status, business relationships.

#### 2. Exclusions from Confidential Information:

Confidential Information will not include any information which is: (i) already known to the receiving party prior to the time of disclosure by the disclosing party; (ii) available or becomes generally available to the public other than through a breach of this Agreement by the receiving party; (iii) acquired or received rightfully and without confidential limitation by the receiving party from a third party; (iv) independently developed by the receiving party without breach of this Agreement; (v) used or disclosed with the prior written approval by the disclosing party; or (vi) required to be disclosed by law or governmental order providing that the original disclosing party is given prior notice of such disclosure and the opportunity to seek such protective order with respect to the disclosure as the original disclosing party deems appropriate.

#### 3. Obligations of the Receiving Party:

The receiving party agrees to take all necessary and appropriate steps to keep confidential and protect the disclosing party's Confidential Information including: (i) restricting access to all Confidential Information received from the other to those employees who have a need to know; and advising such employees of their obligations to handle the Confidential Information with the highest degree of care and prudence to prevent a violation of this Agreement; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party, except as authorized by the disclosing party in writing.

#### 4. Rights:

The receiving party agrees that the disclosing party's Confidential Information is and will remain the property of the disclosing party and all such Confidential Information in tangible form and copies thereof will be returned promptly to the disclosing party upon written request. No grant of any of the disclosing party's intellectual property rights, including any license implied or otherwise, is given or intended to be given.



**5. Time Period:**

This Agreement will be effective as of the above date and continue for the longer of three (3) years from the above date or three (3) years from the termination of any business relationship between the parties relating to the Purpose.

**6. Breach:**

Both parties acknowledge and will not contest that unauthorized disclosure of Confidential Information, in whole or in part, will cause irreparable damage to the other. Both parties agree that the non-breaching party will be entitled to seek an injunction prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. Nothing contained herein shall be construed as preventing either party from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

**7. Business Arrangement:**

Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement, nor does it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.

**8. Warranty:**

Both parties agree and acknowledge that neither party nor its shareholders, officers, employees, agents, or advisors make any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information except as may be expressly represented or warranted in any subsequent agreement concluded between the parties.

**9. Jurisdiction:**

This Agreement shall be governed by and interpreted in accordance with the laws of Indiana.

**10. Severability:**

If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by a writing signed by both parties.

**11. Waiver:**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**12. Signatures:**

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Blaylock, LLC

BLAYLOCK

COMPANY

SIGNATURE

SIGNATURE

Paul R. Blaylock

PRINTED NAME

PRINTED NAME

Owner / Principal Engineer

TITLE

TITLE

DATE

DATE

