



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into as of the "Effective Date" below by and between COMPANY and CONSULTANT (designated below), collectively referred to as "parties". In order to pursue mutual business opportunities (the "Business Purpose"), Consultant and Company recognize that there is a need to disclose to one another certain confidential information of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party and other information that the disclosing party identifies in writing as confidential before or, within thirty days after disclosure to the receiving party ("Confidential Information").
2. Each party agrees (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.
3. Confidential information will not include information which; (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure; (iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure; (iv) is information which the receiving party can document was independently developed by the receiving party; (v) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure; or (vi) is disclosed with the prior written consent of the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof.
6. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information except as specified in this Agreement.
7. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
8. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Georgia (excluding its body of law controlling conflicts of laws). Subject to terms and conditions regarding the removal of Confidential Information as set forth under Section 4, this Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.
9. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information, at which time it will terminate.

In WITNESS WHEREOF, the parties have caused their duly authorized officers or representatives to execute and deliver this agreement as a binding obligation as of the Effective Date set forth below.

COMPANY:

Company Name (Legal Name)

Street Address

City, State & Zip Code

Name of Signer

Title of Signer

(PLEASE SIGN HERE)

Effective Date

CONSULTANT:

Genesys Technology Group, LLC

5239 Cottney Croft Way

Peachtree Corners, GA 30092

David W. Saylor

President



(PLEASE SIGN HERE)

SAMPLE