

**RECIPROCAL NON-DISCLOSURE AGREEMENT**

**Reciprocal Non-Disclosure Agreement**, dated as of \_\_\_\_\_, by and between National Products Inc., a corporation organized and existing under the laws of Washington USA, with offices at 8410 Dallas Ave. S., Seattle, WA 98108 USA, and \_\_\_\_\_ “the Parties.”

**WHEREAS**, in the course of doing business together under this Engagement, whether pursuant to another written agreement or otherwise, the Parties may from time to time require access to each other’s Confidential Information (as defined below);

1. National Products Inc., Mounting Solutions & Docking Stations
2. \_\_\_\_\_

**WHEREAS**, the Parties will allow such access only if their Confidential Information is protected pursuant to the terms of this Agreement and related to this Engagement.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions:**

- a) **“Confidential Information”** means all information, of any nature and in any form, whether written, oral or recorded, transmitted electronically, by tape or other similar manner, regarding the business operations, product specifications, prospects, plans, or affairs of the Furnishing Party. Furnished by the Furnishing Party to the Receiving Party, or becomes known to the Receiving Party as a consequence of its relationship or access to the Furnishing Party, which information is designated in writing by the Furnishing Party as confidential. However, if disclosed orally, such information must be confirmed and designated in writing as confidential within one week of the time at which oral disclosure took place.
- b) The **“Furnishing Party”** means the Party who furnishes information to the other Party.
- c) The **“Receiving Party”** means the Party who receives information from the Furnishing party.

**2. Confidentiality:**

- a) For a period of three (3) years from the date of disclosure, the \_\_\_\_\_ shall maintain all Confidential Information in strict confidence. Except as provided in this Non-disclosure Agreement, the Receiving Party shall not use, or disclose in any manner to any third party, Confidential Information without the prior express written consent of the Furnishing Party.
- b) Access to and use of Confidential information shall be restricted to those employees and persons within the Receiving Party’s organization with a need to use the information to perform services specifically requested by one Party of the other in order to fulfill the purpose of this Agreement or the agreement, if any, in connection with which the Parties have entered into this Nondisclosure Agreement. The Receiving Party’s consultants may be included within the meaning of “persons within the Receiving Party’s organization”, provided that such consultants have executed a nondisclosure or confidentiality agreement no less stringent than this Agreement and subject to the provisions of paragraph (c) of this section. Access to information may not be duplicated or used without the written person of Furnishing Party’s organization.

- c) The Receiving Party shall (1) inform such employees or persons of the confidential nature of the information and (2) use the same degree of care in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own Confidential Information.
- d) Notwithstanding anything contained in this Agreement, if the Furnishing Party shall disclose to the Receiving Party the name or any information concerning a customer or potential customer of the Furnishing Party, drawings or specifications on new products or services. Then the Receiving Party shall not, directly or indirectly, conduct or cause or permit to be conducted any business with such customer or potential customer, or duplicate or distribute those products which business pertains in any manner to the "Engagement" defined in paragraph 1(a), hereof.

**3. Exceptions:** The obligations set forth in section 2 of this Agreement shall not apply to information, which is

- a) Already known to or otherwise in the possession of the Receiving Party at the time of receipt from the Furnishing Party and which was not so known or received in violation any confidentiality obligation; or
- b) Publicly available or otherwise in the public domain prior to disclosure by the Receiving Party; or
- c) Rightfully obtained by the Receiving Party from any third party without restriction and without breach of any confidentiality obligation by such third party; or
- d) Developed by the Receiving Party independent of any disclosure hereunder, as evidenced by written records; or
- e) Disclosed pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that the Receiving Party shall notify the Furnishing Party prior to such disclosure and shall cooperate with the Furnishing Party in the event the Furnishing Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.
- f) Unrelated to the Engagement defined in this Agreement.

**4. No license:** Nothing in this Agreement shall be construed as granting the Receiving Party whether expressly, by implication, estoppel, or otherwise, any license or any right to use any Confidential Information received from the Furnishing Party, or use any patent, trademark, or copyright now or hereafter owned or controlled by the Furnishing Party.

**5. No further obligation:** Nothing in this Nondisclosure Agreement shall obligate either party to enter into or to refrain from entering into any further agreement or negotiation with the other.

**6. Return of Confidential Information:** All Confidential Information disclosed pursuant to this Nondisclosure Agreement is considered loaned for use solely in connection with the agreement or other arrangement in connection with which this Nondisclosure Agreement has been entered into by the Parties. All Confidential Information in tangible form of expression which has been disclosed to or thereafter created, whether by copy or reproduction, by the Receiving Party shall be and remain the property of the Furnishing Party. All such Confidential Information and any and all copies and reproductions thereof shall be destroyed, within 15 days of written request by the Furnishing Party's Direction. In the event of such requested destruction, the Receiving Party shall provide to the Furnishing Party written certification of compliance therewith within 15 days of such written request.

**7. Inconsistent Legends:** This Nondisclosure Agreement shall control in lieu of and notwithstanding any proprietary or restrictive legend or statements inconsistent with this Agreement which may be printed on or associated with any particular information disclosed pursuant to this Nondisclosure Agreement.

**8. Governing Law:** This agreement shall be subject to, and construed in accordance with, the laws of Washington, without giving effect to the principles of conflict of laws thereof. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall not affect the validity of any other provision hereof, and this Nondisclosure Agreement shall be deemed to be amended as necessary to delete such illegal, invalid, or unenforceable provision.

**9. Entire Agreement:** This Agreement: (a) contains the entire understanding between the parties with respect to the safeguarding of Confidential Information; (b) supersedes all prior communications and understandings with respect thereto; and (c) shall inure to the benefit of and be binding upon all parent, subsidiary, affiliated, and successor organizations of the Parties.

**10. Breach:** The parties understand and agree that Confidential Information will be disclosed in reliance upon the agreements made herein. Any breach of any provision hereof by a Party will cause irreparable harm and damage to the non-breaching party. The Parties hereby expressly agree that the non-breaching Party shall be entitled to the remedies of injunction, specific performance and other equitable relief to prevent a breach of any provision of the Agreement. This provision shall not be construed, however, as a waiver of any other rights that a Party may have for damages or other relief.

**11. Modification:** This agreement may not be modified any manner, except by written amendment duly executed by the authorized representatives of each of the Parties hereto.

**12. Termination:** Upon termination of the Nondisclosure Agreement by either party, the provisions of this Nondisclosure Agreement shall remain in effect with respect to all Confidential Information disclosed or received prior to such effective date.

**13. Assignment:** Either party without the advance written consent of the other may not assign this Nondisclosure Agreement. This Nondisclosure Agreement shall be binding upon the Parties and upon their respective legal representatives, successors and permitted assigns.

**IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS NONDISCLOSURE AGREEMENT, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.**

National Products Inc.

Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name