

MASSACHUSETTS NON-DISCLOSURE AGREEMENT

1. This **Non-Disclosure Agreement** is created on this ___ day of _____, _____ by and between _____, hereinafter known as "Party A", located at _____, and _____, hereinafter known as "Party B", located at _____. Party A and Party B are hereby known as the "Parties". During these discussions, either party may share certain proprietary information. Therefore, in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

2. **Type of Agreement.** Both parties Initial and Check just ONE (1) of the options below.

_____ - **Unilateral** – This Agreement shall be Unilateral; Party A shall have complete ownership of all proprietary information, prohibiting Party B from disclosing said proprietary information to be released by Party A.

_____ - **Mutual** – This Agreement shall be Mutual; Both Party A and Party B shall be prohibited from sharing learned confidential and proprietary information that is communal between both parties.

3. **Definition of Confidentiality.** In this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.

4. **Exclusions.** The Parties obligations under this Agreement do not extend to information that is: (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Party B; (ii) discovered or created by Party B before disclosure by Party A, and vice versa; (iii) learned by Party B through legitimate means other than from Party A or Party A's representatives; or (iv) is disclosed by the Party with the other Party's prior written approval.



- 5. Obligations.** The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the party disclosing the information. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval of the Party disclosing confidential information, use for the Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Party disclosing any Confidential Information. The Parties shall return any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if either Party requests it in writing.
- 6. Term.** The provisions of this Agreement shall survive termination of this Agreement and the Parties duties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Parties sends a written notice releasing the other Party from this Agreement, whichever occurs first.
- 7. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- 8. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
- 9. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 10. Governing Law.** This Agreement shall be governed under the laws in the State of Massachusetts.



PARTY A

PARTY B

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

