

Mastermind Group Member NON-DISCLOSURE AGREEMENT

WHEREAS, in the true spirit of the Mastermind Group, this non-disclosure agreement (also known as a confidentiality agreement) is a written agreement among the mastermind group members that all conversations, ideas and document shared among members will remain strictly private and will not be shared with anyone else, including spouses, co-workers, etc.

WHEREAS, the parties plan to discuss areas of possible common business interests. In the course of these discussions, it may become necessary for each of the parties to disclose Confidential Information to the other. The purpose of this Agreement is to protect the confidential nature of such information.

WHEREAS, DISCLOSING PARTY desires to disclose the details of said Confidential Information to RECIPIENT only with the understanding that the disclosure be kept confidential; and

WHEREAS, DISCLOSING PARTY desires to prevent use of said Confidential Information and any of its features by anyone without the prior express written authorization of DISCLOSING PARTY; **NOW, THEREFORE**, in consideration of the premises and the agreements made herein by said DISCLOSING PARTY and said RECIPIENT, they agree as follows:

1. DISCLOSING PARTY agrees to disclose the details of said Confidential Information to the RECIPIENT.
2. RECIPIENT agrees not to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from said DISCLOSING PARTY to do so.
3. RECIPIENT agrees to keep confidential and not to disclose said Confidential Information or any details thereof or equivalent thereto to any third party without first obtaining express written authorization from said DISCLOSING PARTY to do so.
4. RECIPIENT agrees not to encourage any third party to make, use or sell the Confidential Information or any portion thereof or any device equivalent thereto without first obtaining express written authorization from DISCLOSING PARTY to do so.
5. The granting of such written authorization shall be wholly within the discretion of said DISCLOSING PARTY.
6. RECIPIENT agrees not to copy or permit copying or photographing of any documents or samples submitted by said DISCLOSING PARTY and relating to said Confidential Information for five (5) years from the effective date of this Agreement (or such other period as is otherwise specified).
7. RECIPIENT agrees to return any documents and samples submitted by DISCLOSING PARTY and relating to said Confidential Information, to the DISCLOSING PARTY immediately upon request by DISCLOSING PARTY.
8. All rights that the disclosing party may have in Proprietary Information, such as rights of patent, copyright, trade secret or similar intellectual property rights, shall be retained exclusively by the disclosing party. Nothing in this Agreement shall be construed as granting any license, waiver or right to recipient with respect to any Proprietary Information disclosed under this Agreement.

9. The effective date of this Agreement is _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective signatures.

Mastermind Group Member: _____

DATE: _____

Mastermind Team Leader _____

DATE: _____