



# MUTUAL NON-DISCLOSURE AGREEMENT

BASIL Networks, whose address is P.O. Box 2008, RI 02895, and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "COMPANY"), Whose address is \_\_\_\_\_  
\_\_\_\_\_, hereby

enter into this Agreement effective on \_\_\_\_\_. In consideration of the  
other party's disclosure of such information, each party agrees as follows:

**1. Business Purpose.** COMPANY and BASIL Networks intend to engage in discussions concerning  
\_\_\_\_\_

In the course of such discussions and negotiations, it is anticipated that each party may disclose or deliver to  
the other party certain Confidential Information (see definition in paragraph 2 below) for the purpose of  
evaluating the possibility of such business relationship. COMPANY and BASIL Networks have entered into  
this Agreement in order to assure the confidentiality of such information in accordance with the terms of this  
Agreement.

**2. Definition.** In the context of this Agreement, "Confidential Information" is defined to include information,  
technical data, or know-how related to the Business Purpose, including but not limited to research, software,  
services, product developments, inventions, processes, designs, drawings, engineering, finances, and busi-  
ness/marketing plans. Any and all Confidential Information shall be documented in a tangible, usually  
written form, and shall be marked to indicate its confidential nature and its origin. Any information which is  
orally disclosed to the receiving party by the disclosing party shall constitute Confidential Information if it is  
identified as such at the time of disclosure, and documented and submitted in written form to the receiving  
party by the disclosing party within thirty (30) days of such disclosure.

**3. Disclosure.** The receiving party shall hold in confidence and shall not disclose to any third party any  
Confidential Information received from the disclosing party. The receiving party agrees to use reasonable  
efforts to prevent the inadvertent disclosure of such Confidential Information to others. In no event will such  
efforts be less than the efforts the receiving party uses to prevent the disclosure of its own information of  
equal importance. The receiving party may disclose such Confidential Information only to its employees who  
have a need to know such Confidential Information in the course of the performance of their duties and who  
are bound to protect such Confidential Information.

**4. Use.** The receiving party may use the Confidential Information received from the disclosing party only for  
the purpose for which it was disclosed and shall not exploit such Confidential Information for its own benefit  
or the benefit of another without the prior written consent of the disclosing party.

**5. Limitation on Obligations.** The obligations of each party specified in Paragraph 3 and 4 shall not apply to  
any portion of the Confidential Information which:

- (a) is or becomes public knowledge, other than through unauthorized disclosure by the receiving party;
- (b) was already in the possession of the receiving party prior to the time of disclosure;
- (c) is rightfully received from a third party that has the right to disclose the information;
- (d) is approved for release by prior written consent of the disclosing party;
- (e) is information that the receiving party can document was independently developed by the receiving party; or
- (f) 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.

Initials: Company Agent \_\_\_\_\_

Initials: BASIL Networks Agent \_\_\_\_\_

P.O. Box 2008 ● Woonsocket, RI 02895

Tel: (765)437-1260

<http://www.basilnetworks.com>

**BASIL Networks**

Analog / Digital ● Software / Hardware ● System Integration  
New Technology Innovations ● OEM Product Design & Development



**BASIL Networks**

Analog / Digital • Software / Hardware • System Integration  
New Technology Innovations • OEM Product Design & Development

**6. Property Rights.** Each party acknowledges that all of the disclosing party's Confidential Information shall be, and shall remain, the property of the disclosing party, including any copies thereof.

**7. Return of Materials.** Upon request of the disclosing party or upon termination of this Agreement, the receiving party shall return promptly to the disclosing party all Confidential Information of the disclosing party along with all copies made thereof and all documents or materials containing any portion of any such Confidential Information.

**8. Remedies.** Each party acknowledges that compliance with the provisions of this Agreement is necessary to protect the proprietary interests of the other party. Each party further acknowledges that any unauthorized use or disclosure of the disclosing party's Confidential Information in breach of this Agreement will result in irreparable and continuing damage to the disclosing party and that, in the event of such breach, the disclosing party shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which it may be entitled. In addition, in the event that a court of competent jurisdiction shall decide that either party has materially breached the Agreement, the breaching party shall reimburse the non-breaching party the costs of any court proceedings and reasonable attorney's fees.

**9. Miscellaneous.**

- (a) It is hereby understood that the disclosure of Confidential Information by either party hereunder shall not, in any way, be construed as granting to the receiving party any license, either express or implied, under the disclosing party's patents, copyrights or any other intellectual property rights, other than to use the disclosing party's Confidential Information for the purpose for which it was disclosed.
- (b) This Agreement shall be construed in accordance with the laws of Rhode Island excluding that body of law regarding conflicts of law.
- (c) This Agreement supersedes all agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing between the parties.

**10. Term.** This Agreement will remain in effect for three (3) years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

COMPANY, Authorized Agent

BASIL Networks, Authorized Agent

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Initials: Company Agent \_\_\_\_\_

Initials: BASIL Networks Agent \_\_\_\_\_