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KOHLER LAW

NDA

MUTUAL

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NON-DISCLOSURE AGREEMENT
(Mutual)

This non-disclosure agreement ("Agreement") is entered into between

_____ ("Discloser") and
located at _____, located at
_____, located at
_____ ("Recipient").

This Agreement is made in order for the parties to discuss certain confidential information regarding each party under terms that will protect the confidential and proprietary nature of such information.

1. "Confidential Information" means any computer software ideas, proposals, design specifications, trade secrets of either party, any nonpublic information relating to either party's product plans, designs, costs, prices and names, finances, market plans, business opportunities, personnel, research, development or know-how, and any other nonpublic technical or business information of the party disclosing such information ("Discloser") which the receiving party ("Recipient") knows or has reason to know the Discloser would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity.
2. Confidential Information shall not include information that (i) is or becomes generally known through no fault of Recipient; (ii) is known by Recipient at the time of disclosure by Discloser; (iii) is independently developed by Recipient; (iv) is lawfully obtained by Recipient from a third party who has the right to make such disclosure; (v) is released for publication by Discloser in writing.
3. Recipient agrees that for a period of two (2) years following the execution of this Agreement, Recipient and its employees and agents shall hold all Confidential Information in strict trust and confidence and shall not disclose or use the same, except to the extent necessary for the performance of this Agreement. Further, Recipient shall disclose Confidential Information to its employees on a need to know basis only.
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute only one and the same instrument.
5. Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Otherwise, all information is provided "AS IS" and without any warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
6. This Agreement supersedes any and all prior representations, conditions, warranties, understanding, proposals or previous agreements between Castfire and Company, oral or written, relating to the subject matter hereof and constitutes the complete agreement between the parties. Should any of the provisions of this Agreement be found to be invalid by any court of competent jurisdiction, that portion shall be deemed severed or restricted and the remainder of this Agreement shall remain in full force and effect.
7. If any action or proceeding shall be commenced to enforce or interpret this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party, all reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

_____ (Discloser)	_____ (Recipient)
By:	By:
_____ Signature	_____ Signature
_____ Name (Type or Print)	_____ Name (Type or Print)
_____ Title	_____ Title
_____ Date	_____ Date