**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-disclosure Agreement (“Agreement”) dated as of [Date] (the “Effective Date”) is being entered into by and between rtCamp, (“rtCamp”)

AND [Client Company Name],

rtCamp and Company are individually referred to herein as a “**Party**”, and collectively as the “**Parties**”.

The Parties wish to explore a business opportunity of potential mutual interest, and in connection with this opportunity, each Party may disclose to the other certain confidential technical and/or business information which the disclosing Party (the “**Disclosing Party**”) desires the receiving Party and its affiliates, employees, subcontractors and agents (collectively, the “**Receiving Party**”) to treat as confidential.

For good and valuable consideration, rtCamp and Company now hereby agree as follows:

1. **Definition of Confidential Information:**
   1. Confidential Information: means any and all proprietary or confidential information that is: (i) marked as confidential or proprietary; or (ii) reasonably understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to all intellectual property, designs, drawings, plans, formulae, techniques, algorithms, patterns, processes, compilations, methods, systems, new product or technology information, software programs, source code, software source documents, passwords, pass codes, security procedures, manufacturing, development, or new product or technology information, marketing techniques, business strategies and development plans, supplier information, associated relevant information pertaining to a Party’s accounting, sales, transactions, finances, customers, suppliers, financial analysis, financial processes, financial reporting, personnel, human resources records, and other relevant business information which is not otherwise generally available and which each Party regards as confidential and/or proprietary, including relevant third-party information held in confidence by a Party and any other information of a similar nature, whether or not reduced to writing or other tangible form.
   2. ‘Confidential Information’ shall not include any information which: (i) is or becomes publicly available by other than a breach hereof (including, without limitation, any information filed with any governmental agency and available to the public); (ii) is known to, or rightfully in the possession of, the Receiving Party at the time of disclosure without breach or violation of any confidentiality agreement; (iii) thereafter becomes known to or comes into possession of the Receiving Party from a third party that the Receiving Party reasonably believes is not under any obligation of confidentiality to the Disclosing Party and is lawfully in the possession of such information; (iv) is developed by the Receiving Party independently of any disclosures previously made by the Disclosing Party to the Receiving Party; or (v) is required to be disclosed by order, or the process, of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards, provided that prior to such disclosure by the Receiving Party, the Disclosing Party is given reasonable advance notice of such order and a meaningful opportunity to object to such disclosure.
2. **Non-disclosure Obligations**
   1. The Confidential Information of the Disclosing Party will be kept confidential by the Receiving Party and will not be disclosed, published or otherwise disseminated to anyone by the Receiving Party, and Receiving Party will take reasonable precautions to prevent any unauthorized use, reproduction or disclosure of Confidential Information, except that the Receiving Party may disclose the Confidential Information or portions thereof to those of its directors, officers and employees and representatives of its affiliates and agents (collectively “**Representatives**”) with a need to know such information in order to further the purposes behind entering into this Agreement. The Receiving Party agrees it shall not take any action that causes any Confidential Information to lose its status as Confidential Information; nor shall the Receiving Party fail to take any reasonable action that would prevent Confidential Information from losing that status. It is also understood that any Representative receiving Confidential Information will be informed of its confidential nature, and will or have agreed to be bound in writing by terms and conditions substantially similar to those in this Agreement not to disclose the Confidential Information.
   2. The Parties agree that any Confidential Information exchanged under the terms of this Agreement shall be used solely for the purpose of evaluation in connection with the Parties’ business discussions with each other. The Parties agree not to use Confidential Information in any manner other than to further this purpose. In connection with its evaluation of other potential vendors, each Party may, however, disclose such Confidential Information as it deems necessary to such potential vendors, provided that (i) it obtains advance written approval from other Party’s authorized representative who is the signatory set forth below, and (ii) such vendors are informed of the confidential nature of the Confidential Information and agree in writing to be bound by this Agreement not to disclose the Confidential Information to any other person. The duty to obtain this written approval is not subject to oral waiver, and the Party so disclosing may not allege in any action that this condition has been orally waived.
   3. The Receiving Party will not reverse engineer, disassemble, or decompile any prototype, software, or other tangible object that embodies any of the Disclosing Party’s Confidential Information provided to the Receiving Party hereunder.
   4. The Receiving Party agrees to be responsible for any breach of this Agreement by it or its Representatives.
   5. In the event that the Receiving Party or any of its Representatives become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt prior written notice of such requirement so that it, or the true owner of the information if not the Disclosing Party, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party nevertheless agrees to furnish only that portion of the Confidential Information that it is legally required to produce.
3. **Term of Agreement; Return of Confidential Information**
   1. This Agreement shall remain in effect for a period of one year from the Effective Date. Either Party may terminate this Agreement, in its sole discretion, at any time upon written notice to the other Party. Upon termination of the Agreement, or upon written request by the Disclosing Party, the Receiving Party promptly will return to the Disclosing Party all copies of any Confidential Information in its possession or in the possession of its Representatives, and it will destroy all copies of any analyses, compilations, studies or other documents prepared by the Receiving Party containing, relying upon, or reflecting any Confidential Information of the other Party. Neither Party shall be entitled to retain the other Party’s Confidential Information in any form of media, even if only for archival purposes. Within ten (10) business days after the Disclosing Party’s Confidential Information has been returned, the Receiving Party shall also deliver to the Disclosing Party a written statement certifying that such action has been taken and is complete. The Receiving Party shall be bound by this Agreement’s obligations of confidentiality so long as this Agreement is in effect, but no less than for a period of three (3) years from the date of disclosure of any Confidential Information, despite any termination and/or return or destruction of Confidential Information that occurs before the expiration of that three (3) year period.
4. **Injunctive Relief**
   1. Each Party recognizes that the wrongful disclosure of Confidential Information by a Receiving Party may cause great or irreparable damage to the Disclosing Party. In such a case, money damages may be inadequate to compensate the Disclosing Party, and the Disclosing Party shall be entitled to seek injunctive relief against such wrongful disclosure of Confidential Information, in addition to, and in no way a limitation of, any and all other remedies the Disclosing Party may have in law or in equity against the Receiving Party for enforcement of this Agreement.
5. **No Announcement or Publicity**
   1. The Parties and their Representatives, whether or not the Representatives have personally received Confidential Information, agree not to issue public statements, press releases or other publicity relating to the existence or nonexistence of this Agreement, including without limitation any of its terms or conditions, or the existence or nonexistence of any actual or potential business discussions between the Parties, including without limitation the status, substance, or goals of any such discussions. In addition, the Parties agree not to use or reference each other’s name, identifying marks, logos, trademarks or trade names without prior written consent of an appropriate officer of the Party that owns such name, mark or logo.
6. **No Obligation or Agency**
   1. Nothing in this Agreement shall be read to imply or require the establishment or existence of a formal business relationship between the Parties. The Parties agree that, except as otherwise expressly agreed in writing between the Parties: (a) Confidential Information is provided “AS IS”, and without warranty; and (b) no license or right is granted by either Party under any patent, patent application, trademark, copyright, software or trade secret. The Parties agree to comply with any and all applicable export laws. This is not an “agreement to agree” to any contractual or other obligation, aside from the obligations of confidentiality imposed herein. This Agreement does not in any way obligate the Parties to enter into any discussions, negotiations, or business dealings with each other, including the very business discussions contemplated by this Agreement. Furthermore, the Parties agree that this Agreement in no way creates any agency or partnership relationship between them, and they do not intend for it to do so.
7. **Ownership of Confidential Information and Other Materials**
   1. All Confidential Information disclosed or exchanged between the Disclosing Party and the Receiving Party remains the property of the Disclosing Party, and no license or other right to Confidential Information is granted or implied hereby.
8. **Non Solicitation**
   1. During the Term of this Agreement and for a period of twenty four (24) months thereafter, neither Party shall directly or indirectly, in any manner solicit or induce for employment or other contractual relationship any person who performed any work under this Agreement who is then in the employment or other contractual relationship of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment/staffing positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.
9. **Governing Law and Venue**
   1. This Agreement has been entered into for the benefit of the Parties, and either Party may institute appropriate proceedings against the other Party to enforce its rights hereunder. This Agreement will be governed by and construed in accordance with the laws under the District of Delaware, USA. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the court.
10. **Miscellaneous**
    1. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns. However, neither Party shall assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement contains the complete, entire and final agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except in a writing signed by both Parties

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

| For and on behalf of  **[Client Company Name]** |  | For and on behalf of  **rtCamp** |
| --- | --- | --- |
| [ADDRESS] |  | [ADDRESS] |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |