



Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”), dated and effective as of the _____ day of _____ 20__, is by and between Impact Embedded, LLC, a North Carolina limited liability company, and _____.

WHEREAS, the parties are considering entering into a business relationship; and

WHEREAS, in connection with such discussion, a party may find it necessary or desirable to disclose to the other party certain of its proprietary and confidential information (defined below as the “**Confidential Information**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definition of Confidential Information. “**Confidential Information**” shall mean all tangible and intangible information, including, without limitation, technical, financial, commercial and proprietary information, know-how, and trade secrets of any description, whether created or produced by the Party, or any person on behalf of the Party, or provided to the Party by third parties, that concerns or relates to the business or technology of the Party or is otherwise acquired in anticipation of, during, or as a result of, or in any way connected with, this Agreement, regardless of whether such Confidential Information is marked as “Confidential.” The parties agree that this Agreement is not intended to restrict the use or disclosure of any portion of such information which:

(a) is now or later made known to the public through legal means and no fault of the Other Party;

(b) the Other Party can show was in his possession prior to the earliest disclosure by the Party, as evidenced by written documents in his files;

(c) is rightfully received by the Other Party from a third party having no obligation of confidentiality to the Party;

(d) is independently developed by the Other Party without access to the Confidential Information; or



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(e) is disclosed by the Other Party after receipt of written permission from the Party.

2. Obligation of Confidentiality. The Party agrees to hold in confidence and not publish or disclose to any third parties any of the Confidential Information without the prior consent of the Other Party. The Party agrees to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that he uses to protect his own secret information. The Party agrees to limit any disclosure of the Confidential Information only to those of its representatives and outside professional advisors who have a need to know and who are bound by confidentiality obligations, and to advise such persons of the Party's obligations under this Agreement.

3. Use of Confidential Information.

(a) The Party agrees to use Confidential Information received from the Other Party only (i) to evaluate his interest in pursuing the collaborative or business possibility with the Other Party, and (ii) to pursue the collaborative or business opportunity after the parties have agreed to do so, but not for any other purpose.

(b) The Party further agrees that during the term of this Agreement and for the period of one (1) year from the date of the last disclosure under this Agreement, he will not, either directly or through others: solicit or attempt to solicit any employee, independent contractor or consultant of the Other Party to terminate his or her relationship with the Other Party in order to become an employee, consultant or independent contractor to or for the Party, or any partner, affiliate, parent or subsidiary of the Party.

4. Required Disclosure. If the Party is requested or required by subpoena, court order, or similar process to disclose any Confidential Information, the Party agrees that he will provide the Other Party with prompt notice of such request(s) so that the Other Party may seek an appropriate protective order and/or waive the Party's compliance with the provisions of this Agreement.

5. No License. Nothing contained herein shall be construed to grant the Party any immunity or license under any intellectual property rights of the Other Party.

6. Term of Obligation. The Party's obligations concerning nondisclosure of Confidential Information contained in the above paragraphs shall continue for three (3) year(s) from the date of each disclosure, and then terminate.

7. No Violation. Each party represents that its compliance with the terms of this Agreement will not violate any duty which such party may have to any other person or entity, including obligations concerning providing services to others, confidentiality of proprietary information and assignment of inventions, ideas, patents, or copyrights.



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8. General.

(a) This Agreement shall not be assigned by either party without the written consent of the other except in connection with the transfer of substantially all of the assets, stock or business of such party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, without regard to its principles concerning the application of laws of other jurisdictions.

(c) This Agreement is the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes all prior oral and written agreements between them with regard to the subject matter herein. No waiver, alteration or cancellation of any of the provisions of this Agreement shall be binding unless in writing and signed by the party to be bound.

(d) If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect without the invalid or unenforceable provisions.

(e) The parties hereby represent and warrant that the officials signing this Agreement have the power to do so on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Impact Embedded, LLC

By: _____ Date: _____

Printed name: Dominic Germana

Title: Founder, Chief Engineer

By: _____ Date: _____

Printed name: _____

Title: _____