

Mastermind Group Confidentiality & Non-Disclosure Agreement

This Agreement is made on the Date of ____/____/____

by Your Name: _____

and Between: _____

as Members of The Mastermind Group known as _____

The Mastermind Group Members also include

1.) _____

2.) _____

3.) _____

4.) _____

5.) _____

6.) _____

7.) _____

8.) _____

9.) _____

10.) _____

The parties hereby agree as follows:

At their own discretion, both, either or all parties will provide certain confidential and proprietary information for the purpose of evaluation and discussion in accordance with the following terms and conditions:

1. Definition

For purposes of this Agreement, "*Confidential Information*" shall mean the information received by Both, Either or All Parties which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means

which was identified by Both, Either or All Parties as confidential and/or proprietary at the time of disclosure, shall be treated by Both, Either or All Parties as Confidential Information.

2. Protection and Purpose

All "Confidential Information" shall be maintained in confidence by Both, Either or All Parties, and shall not be disclosed to any other party outside of the Mastermind Group and shall be protected with the same degree of care as Both, Either or All Parties normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. Both, Either or All Parties shall not use any "Confidential Information" received from Both, Either or All Parties except for the evaluation and confidential discussion purposes between Both, Either or All Parties.

3. Restrictions

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

- A. Is known by the Receiving Party at the time of receipt; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to Both, Either or All Parties or any relationship between the parties.

5. Ownership

All tangible information, including drawings, specifications and other information submitted hereunder by Both, Either or All Parties to Both, Either or All Parties, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, Both, Either or All Parties shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

6. Disclosure

Both, Either or All Parties shall not disclose any Confidential Information without written permission from the Party considered to be the initial owner of the relevant information. If the Disclosing Party is permitted to disclose such Confidential Information, the Disclosing Party shall comply with all relevant local and national Laws and regulations governing the disclosure of confidential information.

7. Termination

This Agreement is to be construed in accordance with and governed by the laws of the state, county, and or country defined herein

State, Country or Country this agreement is governed by

Please Note:

This Confidentiality & Non-Disclosure Agreement provided is an example only, it is recommended that you seek legal counsel and advice regarding an appropriate Confidentiality & Non-Disclosure Agreement suitable and applicable for your jurisdiction. Results Formula, its directors and or associated parties cannot be held liable in any way for any breaches of confidentiality that may arise.