



Township Mutual Non-Disclosure Agreement

This Agreement, dated as of _____, governs the disclosure of information by and between _____ and **Township LLC** for the purpose of the evaluation of a potential business relationship.

1. As used herein, "Confidential Information" shall mean any and all information provided by either party to the other that is marked or otherwise identified at the time of disclosure as confidential or proprietary, in any form. For non-written or non-electronic disclosures to constitute "Confidential Information," such disclosures must be identified at the time as confidential or proprietary and the disclosing Party must provide a written summary of the Confidential Information within thirty (30) days following initial disclosure.
2. Each party agrees that it will hold in strict confidence and not disclose to any third party Confidential Information of the party disclosing the Confidential Information (the "Disclosing Party"), except as approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than the evaluation of a potential business relationship. Notwithstanding any of the foregoing, the party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 2 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information to any of the Recipient's subsidiaries or affiliates, and the employees or authorized representatives of the Recipient's subsidiaries or affiliates. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
3. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that such information: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party through no breach of an obligation of confidentiality to the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient or other breach of an obligation of confidentiality to the Disclosing Party; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; or (d) was developed by employees or agents of the Recipient

independently of and without reference to any information communicated to the Recipient by the Disclosing Party.

4. All Confidential Information is provided "AS IS," without any warranty of any kind. The parties recognize and agree that except as expressly set forth in Section 5 below, nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information of the other party absent separate written agreement.
5. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.
6. This Agreement shall expire six (6) months after the end of the relationship between the parties, or may be terminated by either party at any time upon thirty (30) days written notice to the other party; provided, however, the Recipient's obligations under this Agreement shall survive termination of the Agreement for a period of one (1) year and shall be binding upon the Recipient's heirs, successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of Rhode Island without reference to conflict of laws principles. This Agreement may not be amended except in writing, signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of both parties. Any such assignment without prior consent shall be null and void. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by electronic mail and shall be deemed given upon acknowledgment of receipt of electronic transmission.

The terms contained in this agreement are understood, acknowledged, and agreed to,

CLIENT LEGAL NAME:

TOWNSHIP LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: