



## MUTUAL CONFIDENTIALITY AGREEMENT

In consideration of receiving certain confidential or proprietary information Inperium, Inc, a Pennsylvania nonprofit corporation and [ENTITY], a [STATE] nonprofit corporation. Both parties may be disclosing information under this Agreement and are collectively referred to as (the "Discloser").

1. Information to be Disclosed. In the course of business discussions, the Discloser may disclose to the other party and/or its representatives ("Recipient") information concerning the following products, subjects or matters: financial information, assets, operations and projects, forecasts, reports, analyses, strategic planning and personnel. This information and other confidential or proprietary information relating to the Discloser, or their respective information systems, technology, data, computer programs, processes, methods, operational procedures, plans or results, will be referred to in this Agreement as "Confidential Information." Confidential Information may be disclosed orally, in writing, by samples, by inspections, or in a tangible medium.
2. Term. The restrictions on disclosure and use of the Confidential Information contained in this Agreement shall remain in effect for a period of one (1) year from the last date written below.
3. Restrictions. The Recipient agrees to keep the Confidential Information secret and confidential and agrees not to disclose it to third parties outside the Recipient organization and the Recipient's representatives (brokers, accountants, lawyers, financial consultants who shall be obligated to protect the confidentiality of the Confidential Information) without Discloser's prior written permission. The Recipient further agrees that it will not disclose the Confidential Information to anyone within its company other than those employees with a need to know it, who have been informed of the Recipient's obligations under this Agreement and who are under a legally binding obligation of confidentiality and limitation of use consistent with the provisions of this Agreement. The Recipient will not use any Confidential Information for any purpose, other than discussions or business dealings with the Discloser, without Discloser's prior written permission.
4. Exceptions. The restrictions of paragraph 3 of this Agreement do not apply to information that (a) was in the Recipient's possession prior to receiving the Confidential Information from Discloser; or (b) is or later becomes generally available to the public through no fault of the Recipient; or (c) the Recipient develops internally, without reference to the Confidential Information; or (d) the Recipient receives from a third party which it believes had the right to disclose the information to the Recipient.
5. In the event either party is requested or required in a judicial or governmental proceeding to disclose any Confidential Information of the other party, prompt notice of such request shall be provided to the other party so that it may seek a protective order or waive compliance with the terms of this Agreement.



## MUTUAL CONFIDENTIALITY AGREEMENT

6. Return of Materials. The Recipient shall return or destroy all of its copies of Confidential Information to the Discloser, within thirty (30) days after the Discloser's request for it.
7. Choice of Law. This Agreement shall be governed and construed in accordance with the law of the Commonwealth of Pennsylvania.
8. Amendments. This Agreement states the entire agreement of the parties regarding Confidential Information, and it cannot be altered or amended without a writing signed by both parties.

**INPERIUM, INC.**

**[ENTITY]**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

INPERIUM®