

MUTUAL CONFIDENTIAL INFORMATION AGREEMENT

This MUTUAL CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”) is effective this _____ day of _____ (the “Effective Date”), by and between each of the undersigned parties and their subsidiaries (“Eatonform” and _____ “Company,” respectively).

WHEREAS, both Eatonform and Company represent that each of them has certain financial information, data, technology, equipment, software, and or other information that in whole or in part is considered to be proprietary and confidential (hereinafter "Confidential Information");

WHEREAS, Eatonform and Company desire to discuss the possibility of entering into a business arrangement that may necessitate the sharing of certain Confidential Information;

WHEREAS, both parties wish to protect the confidentiality of their respective Confidential Information disclosed to the other party pursuant to such discussions;

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

1. This Agreement provides only for the handling, protecting, and ownership of Confidential Information and shall not be construed as a teaming, joint venture, or other such arrangement. Both parties hereby acknowledge that neither party shall incur any liability for merely examining, evaluating and considering the Confidential Information, other than the obligations of confidentiality provided for in this Agreement. Both parties agree that notes, analyses, compilations, studies, interpretations, or any materials or information prepared by the receiving party or its Representatives (defined herein), which contain, reflect, or are based upon, in whole or in part, Confidential Information, shall be deemed to be the disclosing party’s Confidential Information.
2. Both parties represent and warrant that they each own their respective Confidential Information and have the right to disclose such Confidential Information to the other pursuant to this Agreement and that neither is a party to any other agreement or under any obligation to any third party that would prevent them from entering into this Agreement.
3. Each party agrees not to disclose the other’s Confidential Information to any third party and not to use the Confidential Information except to the extent necessary for negotiations, discussions, and conversations to facilitate the business relationship between the parties.
4. The disclosure of Confidential Information by either party shall not result in any obligation on the part of either party to enter into future agreements relating to such Confidential Information or to undertake any other obligation not set forth in a written agreement by the parties hereto. Neither the execution and delivery of this Agreement nor the delivery of any Confidential Information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present invention, trade secret, trademark, copyright, or patent, now or hereafter owned or controlled by either party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized Representatives.

Eatonform Process Solutions
(Eatonform)

(Company)

Signature

Signature

Thomas P. Galvin
Printed Name

Printed Name

General Manager
Title

Title

Date

Date