

## MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Rymac International, LLC (“**Rymac**”), a Georgia Limited Liability Company, and \_\_\_\_\_ (“**Supplier**”), a \_\_\_\_\_ corporation.

### RECITALS

- A. Rymac and Supplier have entered into certain discussions the purpose of which is to explore and consider the possibilities of a business relationship, consulting contract, or other transaction.
- B. In connection with and in furtherance of this possible business relationship, Rymac and Supplier may provide to each other certain proprietary, confidential and trade secret information.
- C. Both parties desire that any such information be kept confidential and used only for the purposes of the parties’ business relationship together.

### AGREEMENT

In consideration of the foregoing recitals and the promises and covenants contained in this Agreement, and for other good and valuable consideration, the nature and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. “Confidential Information” shall mean all information disclosed by either party to the other which relates to the disclosing party's past, present or future research, development or business activities concerning telecommunications and/or data communications products and/or services and related market information. All confidential information, which is subject to the terms and conditions of this Agreement, shall be marked by the disclosing party as "CONFIDENTIAL."
2. Except as provided in Paragraph 3 below, the party which receives such confidential information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential information so received, and shall not make use of such information except for the limited, internal purpose referred to above, without the prior written consent of the disclosing party. Such confidential information may be disclosed only to such of the employees of and independent contractors retained by the receiving party who reasonably require access to such information for the purpose for which it was disclosed. The receiving party agrees to use at least the same degree of care to protect confidential information disclosed to it hereunder as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated. Confidential Information may only be disclosed

to those independent contractors of the receiving party who have signed a Non-Disclosure Agreement in form and substance the same as this Agreement.

3. Information shall not be deemed confidential if it is:
  - (a) Publicly available prior to this Agreement or is made publicly available by the disclosing party without restriction;
  - (b) Rightfully received by the receiving party from third parties without accompanying secrecy obligations;
  - (c) Already in the receiving party's possession and was lawfully received from sources other than the disclosing party;
  - (d) Independently developed by the receiving party as demonstrated by the receiving party's contemporaneous business records and without reference to or any reliance on confidential information received hereunder; or
  - (e) Approved in writing by the disclosing party for release.
4. Confidential information may be information disclosed to the receiving party either orally, visually, in writing (including graphic material), electronically or in machine readable form, or by way of consigned items. When disclosed in writing or electronically or in machine readable form, the information will be labeled "CONFIDENTIAL". When disclosed orally, visually, or by way of consigned items, such information will be identified as "CONFIDENTIAL" at the time of disclosure with subsequent confirmation in writing by the disclosing party within fifteen (15) days, referencing the date and type of information disclosed. The receiving party agrees to clearly label as "CONFIDENTIAL" all information reduced to writing by such receiving party as a result of, or arising out of confidential information disclosures by the disclosing party.
5. The period of disclosure of confidential information to be covered by the terms of this Agreement shall be from the date of execution of this Agreement until the date of termination of this Agreement, or for a period of two years, whichever is longer. The secrecy of the confidential information disclosed pursuant to this Agreement shall be maintained for a period of three (3) years from the date of disclosure thereof.
6. All confidential information disclosed hereunder shall remain the property of the disclosing party and shall be returned to the disclosing party immediately upon request of the disclosing party together with all copies made thereof by the receiving party.
7. Except as provided herein, no right or license whatsoever, either expressed or implied, is granted to either party pursuant to this Agreement under any patent,

patent application, trademark, copyright, or other proprietary right now or hereafter owned or controlled by the other party.

8. Neither party shall, directly or indirectly, export, re-export or transship products, technology or software disclosed pursuant to this Agreement in violation of any applicable U.S. export control laws and regulations or any other applicable export control laws promulgated and administered by the government of any country having jurisdiction over the parties or the transaction(s) contemplated herein.
9. Shall the receiving party be faced with legal action to compel disclosure of confidential information received hereunder, the receiving party shall notify promptly the disclosing party and, upon the disclosing party's request, shall reasonably cooperate with the disclosing party in contesting such disclosure.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

BY:

Supplier

\_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Rymac

\_\_\_\_\_

(Printed Name) Phillip McCall

(Title) Senior Partner, RYMAC International