



## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (“Effective Date”), by and between **Snap Surveys NH, Inc.** of 210 Commerce Way, Suite 200, Portsmouth, New Hampshire 03801 and \_\_\_\_\_ with offices located at \_\_\_\_\_ (each a “Party”, and collectively the “Parties”).

The Parties wish to explore a business opportunity of mutual interest (the “Proposed Transaction”) which includes the exchange of certain information and materials.

In consideration of the disclosure of such information and materials by the Parties, each Party agrees as follows:

“Confidential Information” means technical and non-technical information, data, software, records, customer information, financial information, practices, processes, methods, techniques, trade secrets, products, and/or research and any other item that (a) is of a confidential nature, (b) would reasonably be considered as confidential, (c) is clearly and conspicuously marked as confidential or (d) is identified orally by the disclosing Party as confidential, and which in each case is disclosed by the Disclosing Party to the Receiving Party in relation to the Purpose.

“Disclosing Party” the Party disclosing Confidential Information to the other Party.

“Purpose” means the use of Confidential Information for the purpose of the Parties considering whether they should enter into the Proposed Transaction.

“Receiving Party” the Party receiving Confidential Information from the other Party.

1. Each Party agrees not to use the Confidential Information in any fashion, form, or manner for any purpose other than the Purpose.



2. Each Party may reveal the Confidential Information only to its employees, agents, consultants and contractors who have a need to know such information for the purpose of this Agreement and who have been duly informed of the confidential nature of the Confidential Information. Each Party agrees to take reasonable steps to prevent disclosure of the Confidential Information to any other person or entity.
3. Each Party will protect the confidentiality of the Confidential Information by using the same degree of care (but not less than a reasonable degree of care) that it uses to protect the confidentiality of its own proprietary and confidential information.
4. Confidential Information disclosed hereunder shall at all times remain the property of the Disclosing Party and no Party acquires any intellectual property rights under this Agreement (including but not limited to patent, copyright and trademark rights). Furthermore, no license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information hereunder.
5. Confidential Information of either Party may not be copied or reproduced by the other Party without the Disclosing Party's prior written consent.
6. Upon receipt of written notice requesting return of the Confidential Information, the Receiving Party will promptly deliver to the Disclosing Party (or, at the Disclosing Party's option, destroy) all Confidential Information furnished by the Disclosing Party to the Receiving Party, together with copies thereof. At the request of the Disclosing Party, any such destruction shall be confirmed in writing by Receiving Party.
7. The confidentiality obligations of this Agreement shall not apply to information which (a) has entered the public domain except where such entry is the result of a Party's breach of this Agreement or another agreement(s), (b) prior to disclosure hereunder was already rightfully in the Receiving Party's possession under no obligation of confidentiality, (c) subsequent to disclosure hereunder is obtained by the Receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the Receiving Party, or (d) is at any time developed by the Receiving Party independently without use of, or reference to, the Confidential Information of the other Party. The obligations of this Agreement will not restrict disclosure by either Party pursuant to applicable law, or by order of any court or government agency; provided that, prior to such disclosure the applicable Party shall (i) give notice to the other Party as promptly as possible, (ii) cooperate with the other Party in resisting such disclosure, and (iii) only provide such information as is required by such governmental agency or by a ruling of a court of proper jurisdiction.



8. This Agreement shall continue for a period of one year from the date of this Agreement, or until the Parties enter into a formal agreement for the provision of software and/or services by Snap Surveys NH, Inc., whichever occurs sooner. Notwithstanding the foregoing, this Agreement shall survive with respect to all Confidential Information that is disclosed before the termination.

9. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective representatives, successors and assigns.

10. The Parties acknowledge and agree that irreparable harm may occur if any of the Confidential Information were to be disclosed to third parties or if any use were to be made of the Confidential Information other than that specified in this Agreement, and the Parties further agree that each shall have the right to seek and obtain injunctive relief upon any violation or threatened violation of the terms of this Agreement, in addition to all other rights and remedies available at law or in equity.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one document. Both Parties agree herein that signatures submitted by facsimile, or a scanned and emailed PDF copy, shall have the same binding effect as if they were original signatures.

12. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.

13. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

(Signature page follows)



Accepted and Agreed:

**Snap Surveys NH, Inc.**

**Organization:** \_\_\_\_\_

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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