

Mutual Non-Disclosure Agreement

Matthew Yubas and **Participant(s)** (identified below), agree:

1. The parties have been or expect to engage in discussions about their respective businesses that may involve the disclosure of Confidential Information generally regarding:

(your product)

2. "Affiliate" means any other entity that controls, is controlled by, or is under common control of a party hereto.

"Confidential Information" means information obtained by the Receiving Party from the Disclosing Party (including, without limitation, information discovered by the Receiving Party while on the premises of the Disclosing Party) that (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who could obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can conclusively show (i) is or becomes available in the public domain through no fault of the Receiving Party; (ii) was in the possession of the Receiving Party before receipt from the Disclosing Party; (iii) is received from a third party that legitimately acquired such information without restrictions as to its use or dissemination; (iv) was independently developed by the Receiving Party; or (v) as may be required by law.

"Disclosing Party" or "Receiving Party" shall mean either party to this Agreement, as the case may be, and shall include any Affiliates of each party.

3. The Receiving Party shall not disclose any Confidential Information to any other person or entity without the prior written consent of the Disclosing Party.

4. The Receiving Party shall exercise at least a reasonable degree of care in safeguarding and protecting the Confidential Information from disclosure or unauthorized use.

5. The Receiving Party shall not copy, reproduce, divulge, publish, or circulate Confidential Information to any of its employees or professional advisors other than those who have a need to know.

6. The term of this Agreement shall be three years and thereafter this Agreement shall automatically be extended for successive one year terms unless terminated by either party upon written notice.

7. All obligations hereunder shall survive for a period of three years after termination.

8. The Receiving Party shall return to the Disclosing Party all copies of all Confidential Information immediately upon receipt of a request from the Disclosing Party for the return of the Confidential Information.

9. Nothing in this Agreement shall be construed or interpreted as granting any license, copyright, or other interest in or to any Confidential Information. The Disclosing Party shall retain title to all intellectual property and proprietary rights in the Confidential Information.

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10. Each party acknowledges that the other party may now market or have under development products that are competitive with products or services now offered or that may be offered by the other party. Any disclosures pursuant to this Agreement shall not serve to impair the right of either party to independently develop, make, use, procure, or market products or services now or in the future that may be competitive with those offered by the other.

11. This Agreement shall be governed by the laws of the State of Texas.

12. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

13. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger or acquisition of all or substantially all of the assets of the assignor. Subject to the foregoing, this Agreement shall endure to the benefit of and bind the successors and assigns of the parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the ____ day of the month of _____, in the year _____.

PARTICIPANTS SIGNATURES

Participant's Name: _____

Organization Name: _____

Address: _____

Fax: _____

City, State Zip: _____

Signed: _____

Date: _____

Participant's Name: _____

Organization Name: _____

Address: _____

Fax: _____

City, State Zip: _____

Signed: _____

Date: _____

Product Coach
Matthew Yubas
3124 75th Street
Lubbock, TX 79423

Signed: _____

Date: _____

Please scan and email the 2 pages to: matthew.yubas@productcoach.com
Or, fax to: Matthew Yubas (413) 826-1233