

## Non-Disclosure Agreement with a Potential Business Partner

This mutual Nondisclosure Agreement (the "Agreement") is entered into between \_\_\_\_\_, a \_\_\_\_\_ corporation located at \_\_\_\_\_ and Questionmark Corporation, a Connecticut corporation located at 535 Connecticut Avenue, Suite 100, Norwalk, CT 06854 and is effective as of the last date signed.

The parties agree that in order for them to explore opportunities and examine how they might work together to their mutual benefit, that it will be necessary and desirable that they disclose confidential business information.

The parties agree to protect each other's Confidential Information disclosed before or after the execution of this Agreement on the following terms.

1. Each party shall use its reasonable best efforts to keep the other's Confidential Information secret. Each party shall use at least the same degree of care to avoid unauthorized disclosure or use of the other's Confidential Information as it employs with respect to its own Confidential Information of like importance.
2. Neither party has any obligation with respect to any Confidential Information which (a) that party independently develops without reference to the Confidential Information; (b) is or becomes publicly known without a breach of this Agreement by either party or is known prior to the date hereof; (c) is disclosed to it by a third person who is not required to maintain its confidentiality; (d) is approved for release by the other party in writing. The party claiming any of the above exceptions has the burden of proving its applicability.
3. Each party may disclose Confidential Information only on a need-to-know basis to its own employees and to its consultants under appropriate written burden of confidentiality. Each party shall take appropriate action with its employees and advisors to satisfy its obligations under this Agreement. Each party shall be responsible to the other for any violation of this Agreement by its own employees or consultants.
4. Neither party may print or copy, in whole or in part, any documents or magnetic media containing any Confidential Information without the prior written consent of the other party other than copies for employees or consultants who are working on the matter and have a need to know.
5. Neither party may use the other's Confidential Information for any purpose but the Business Purpose stated above.
6. Each party's Confidential Information shall remain its own property. Upon the termination of the business relationship or upon request, whichever is sooner, each party shall return all of the other's Confidential Information, certifying destruction of any copies or partial copies made.
7. The obligation of confidentiality shall extend to three years from and including the date of return of the Confidential Information and certification of destruction of any copies made. At any time, either party may notify the other party in writing that future disclosures shall not be governed by this Agreement.
8. If either party becomes legally obligated, or receives a subpoena or other legal demand, to disclose any of the other party's Confidential Information, the party subject to the obligation shall notify the other party in writing immediately, shall cooperate with the other party in seeking a prospective order or other appropriate remedy, and shall use its reasonable best efforts to protect the confidential and proprietary status of any disclosed Confidential Information.
9. Each party agrees that in the event of a breach or threatened breach by either party, including its agents, directors, or employees, of the provisions of this Agreement, the non-breaching party may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

10. This Agreement is governed by the laws of Connecticut without regard to its rules on conflicts of law, and both parties consent to the venue and jurisdiction of its courts. Neither party may assign its rights or obligations under this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any provision of this Agreement shall be effective unless signed by the waiving party.

This Agreement is the entire agreement between the parties on nondisclosure of confidential information and supersedes all prior representations and agreements between the parties on that subject.

QUESTIONMARK CORPORATION

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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

**Please Fax Complete Agreement to 866-488-8354**