

Mutual Confidential Non-Disclosure Agreement

Better Boards, Inc. (“BETTER BOARDS”), a **North Carolina corporation**, having its principal place of business at **220 Towne Village Drive, Cary, NC 27513** and _____ (“Company”), a _____, having its principal place of business at _____ hereby agree as follows:

1. To further a business relationship between BETTER BOARDS and Company, it is necessary and desirable that BETTER BOARDS disclose to Company and Company disclose to BETTER BOARDS certain “Confidential Information.” “Confidential Information” shall mean a party’s proprietary and confidential information concerning technology, technical data, know-how or confidential information related to the disclosing party’s current or proposed products or operations, including, but not limited to, inventions, processes, designs, drawings, engineering, marketing or finances disclosed by that party either directly or indirectly (the “disclosing party”) in writing, orally, or by drawings or inspection of parts or equipment to the other party (the “non-disclosing party”). Confidential Information shall also include, but not be limited to all materials marked “Confidential Information”.
2. Each party hereby agrees not to disclose Confidential Information of the other to any person or entity and agrees to use its best efforts to prevent intentional or inadvertent disclosure of Confidential Information to any other party, except as permitted hereunder. Each party agrees to treat the Confidential Information with at least the same degree of care that it treats confidential or proprietary information of its own.
3. Each party agrees not to use Confidential Information for its own use, benefit or any purpose except to evaluate whether that party desires to become engaged with the other in a possible business relationship or, after becoming engaged, to carry out the business with the other party. Each party agrees not to disclose the other party’s Confidential Information to any third parties or to any of its employees, except those who are required to have the Confidential Information for the intended business use.
4. The obligations of Sections 2 and 3 hereof shall terminate with respect to any particular portion of Confidential Information: (a) when the non-disclosing party can document that the Confidential Information was in the public domain at the time of the disclosing party’s communication thereof to the non-disclosing party, or that it entered the public domain through no action, direct or indirect, of the non-disclosing party subsequent to the time of the disclosing party’s communication thereof to the non-disclosing party; (b) when it is communicated by the disclosing party to a third party free of any obligation of confidence; or (c) upon the prior written consent of the disclosing party.

5. All materials, including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished by the disclosing party to the nondisclosing party shall remain the property of the disclosing party and nothing contained herein shall be construed as giving the non-disclosing party any license or rights to any information or materials which may be disclosed to it, including, but not limited to, the Confidential Information. The non-disclosing party shall make no copies of any Confidential Information without the prior written consent of the disclosing party and the non-disclosing party shall return to the disclosing party promptly at its request all Confidential Information along with all copies made thereof and all documents or things containing any portion of any Confidential Information. All work product of any kind performed by either company on behalf of the other shall belong to the company operating in the role of the customer for the work in question.

6. Prior to disclosing any Confidential Information to any of its employees, agents, affiliates, vendors or any other party, the non-disclosing party shall affirm that they have obtained relevant agreements that bind them to an equal level of confidentiality as this Agreement.

7. The Parties acknowledge and agree that any breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages may be an inadequate remedy or difficult to ascertain. Accordingly, any breach, threatened breach, and/or inaction to compel specific performance of this Agreement will enable the Disclosing Party to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

9. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns, provided that the Receiving Party may not assign all or a part of this Agreement without the prior written consent of the Disclosing Party. If any provision of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate the remainder of the agreement.

10. This Agreement shall be construed in accordance with the laws of the State of _____ (or North Carolina, if blank), in which state jurisdiction shall apply. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements

between the parties hereto, whether oral or written, with respect to the subject matter hereof.

11. This agreement expires _____ years after the date of execution of this agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____ 20_____.

BETTER BOARDS

By: _____

By: _____

Name: Lance Olive

Name: _____

Title: Director, Business Operations

Title: _____