

## **MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "Agreement") is made as of \_\_\_\_\_, by and between ChopDawg Studios, Inc (the "Company"), and \_\_\_\_\_ ("Counterparty"). Each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other in connection with the Relationship (as defined below) pursuant to the terms and conditions of this Agreement. As used herein, the term "Discloser" shall refer to the Company whenever the context refers to the Company's Confidential Information being disclosed to Counterparty, which is referred to as "Recipient" in that context. Conversely, the term "Discloser" shall refer to Counterparty whenever the context refers to Counterparty's Confidential Information being disclosed to the Company, which is referred to as "Recipient" in that context.

### **Recitals**

WHEREAS, the parties wish to explore a possible business opportunity of mutual interest regarding the development and implementation of mobile software, branding, website development and/or other related and/or incidental services by Company on behalf of Counterparty (the "Relationship") in connection with which Discloser has disclosed and/or may further disclose its Confidential Information (as defined below) to Recipient. This Agreement is intended to allow the parties to continue to discuss and evaluate the Relationship while protecting Discloser's Confidential Information (including Confidential Information previously disclosed to Recipient) against unauthorized use or disclosure.

### **Agreement**

THEREFORE, in consideration of the premises and mutual covenants herein, the parties, intending to be legally bound hereby, agree as follows:

**ChopDawg Studios, Inc**

1001 N. 2nd Street, #515  
Philadelphia, PA 19123-1643

**www.ChopDawg.com**

Hello@ChopDawg.com  
(800) 490-1476

1. **Definition of Confidential Information.** “Confidential Information” means information and physical material not generally known or available outside Discloser and information and physical material entrusted to Discloser in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed by Discloser (whether by oral, written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding any failure to so identify it, however, all of the Company's Proposals, Invoices and code shall be Confidential Information of the Company unless designated otherwise, or assigned pursuant to separate agreements, and all of Counterparty's non-functional prototype shall be Confidential Information of Counterparty.

2. **Nondisclosure of Confidential Information.** Recipient shall not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Relationship. Recipient shall take

reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

3. **Exceptions.** Notwithstanding the above, the Company shall not have liability to Counterparty with regard to any Confidential Information and/or materials or information that may appear to be similar to any Confidential Information of the Counterparty, if the Company can prove:

(a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Company;

(b) was known to the Company, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(c) was independently developed by the Company and/or any affiliate, client and/or other third party without any use of the Confidential Information;

(d) is disclosed generally to third parties by the Counterparty without restrictions similar to those contained in this Agreement;

(e) becomes known to the Company, without restriction, from a source other than the Counterparty without breach of this Agreement by the Company and otherwise not in violation of the Counterparty's rights;

(f) originates independently with any other third party other than the Counterparty, including, but not limited to, any of the affiliates, clients and/or other parties related to the Company;

(g) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to

Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure; or

(h) is disclosed with the prior written approval of the Counterparty.

4. **Term.** The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating five (5) years from the date on which Confidential Information is last disclosed under this Agreement.

5. **Remedies.** Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Due to the unique nature of Discloser's Confidential Information, monetary damages may be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient.

6. **Miscellaneous.**

(a) Governing Law; Jurisdiction. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Philadelphia County, Pennsylvania.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company. Notwithstanding the foregoing, Confidential Information of Discloser may not be assigned without the prior written consent of Discloser, unless the assignee shall be the successor entity to the assignor upon the dissolution of the assignor in its present form.

(e) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

The parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

**CHOPDAWG STUDIOS, INC:**

**COUNTERPARTY:**

\_\_\_\_\_  
For Chop Dawg

\_\_\_\_\_  
For You

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Email Address

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