

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into \_\_\_\_\_, by and between The Hub of Human Innovation, Inc. (hereinafter "THE HUB"), and \_\_\_\_\_ (hereinafter "Recipient").

THE HUB and Recipient ("the Parties") are investigating the possibility of entering into one or more transactions, collaborations, or business relationships ("Transaction"). In order to pursue that possibility, it will be necessary for each Party to review, disclose, and discuss with appropriate personnel certain information relating to each Party's business and affairs, which each Party considers proprietary and confidential. It is understood that neither Party has made a decision to enter into any Transaction and that either may elect, in its sole discretion, to not pursue any Transaction or to pursue a similar Transaction without the involvement of the other. Each Party is willing to disclose Confidential Information to the other for the purposes set forth in this Agreement.

**WHEREAS**, each Party possesses ideas and information relating to Projects, Programs, Proposals, Business and/or Financial Strategies, Business Ventures, Funding Sources, Intellectual Property, Technical Information, Contacts, and/or other Information that are confidential and proprietary to each Party (hereinafter "Confidential Information"); and

**WHEREAS**, each Party is willing to receive disclosure, whether written or oral, of the Confidential Information pursuant to the terms of this Agreement for the purpose of review, discussion, transaction interest, strategizing, planning, and/or other business related reasons;

**NOW THEREFORE**, in consideration for the mutual undertakings of each Party under this Agreement, the Parties agree as follows:

**1. Disclosure.** The Parties agree to disclose and agrees to receive the Confidential Information, either marked in writing or indicated orally.

**2. Confidentiality.**

**2.1 No Use.** Each Party agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth in this Agreement.

**2.2 No Disclosure.** For the duration of this Agreement, each Party shall use the confidential information only for the purpose of a business Transaction with each other; shall reproduce the confidential information only to the extent necessary for such purpose; shall restrict disclosure of the confidential information to its employees having a need to know; shall advise all receiving employees of the confidentiality obligations assumed in this Agreement; and shall not disclose the confidential information to any third party without the other's written consent, unless disclosure is required by law.

**2.3 No International Disclosure.** Each Party agrees that it will not transmit, directly or indirectly, any information received from the other to any country outside of the United States. Each Party further agrees that it does not intend to, and will not knowingly, transmit directly or indirectly any information received from the other (or any immediate product produced directly by the use of such information, or any commodity produced by such immediate product) to any country or person in violation of the Export Administration Regulations issued by the United States Department of Commerce.

**2.4 Protection of Secrecy.** Each Party agrees to protect the other's confidential information with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

**3. Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and each Party shall have no obligation with respect to such information where the information:

- (a) was known to either Party prior to receiving any of the Confidential Information;
- (b) has become publicly known through no wrongful act of either Party;
- (c) was received by either Party without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by either Party without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

**4. Ownership of Confidential Information.** Each Party agrees that all Confidential Information shall remain the property of their respective Party, and may use their Confidential Information for any purpose without obligation to the other Party. Each Party agrees to deliver to the other Party or destroy any and all information and documents comprising the Confidential Information, or any part thereof, upon the request of the other Party. All electronic, magnetic, or computer records of the information shall be deleted from any medium on which information may have been recorded or stored by the receiving Party, including tapes and computer discs, if such medium is not returned to the Discloser upon request. Nothing contained herein shall be construed as granting or implying any transfer of rights to either Party in the Confidential Information, or any trademark, patent, copyright, mask work protection right, or any other intellectual property protecting or relating to the Confidential Information. This Agreement does not enlarge, diminish or affect the rights and obligations that either Party may have (or come to have) under any other written agreement, or with respect to any intellectual property rights.

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**5. No Warranty.** Each Party acknowledges that the other Party, nor any representative of the other Party, makes any representation or warranty, express or implied, as to the accuracy or completeness of any information (regardless of whether considered Confidential Information subject to the confidentiality agreement hereof).

**6. No Exclusivity.** Nothing in this Agreement shall be construed to prohibit either Party from dealing with any other person, firm, or other entity regarding distribution, purchase, or use of any product or service or for any other reason. This Agreement does not restrict either Party from developing new or improved products or services, and marketing the same. This Agreement does not commit either Party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future product or service, or to favor or recommend any product or service of the other party.

**7. Term and Termination.** The obligations of this Agreement shall be continuing until the Confidential Information disclosed to either Party is no longer confidential as described in Paragraph 3.

**8. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas without regard to conflict-of-law rules or principles.

**9. Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) THE HUB, its successors, and assigns; and (b) Recipient, its successors and assigns.

**10. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties as to the confidential treatment of any information exchanged between them related to the information, and may be changed only by a further written agreement.

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**IN WITNESS WHEREOF**, the Parties have executed this agreement, which constitutes the entire agreement, effective as of the date first written above.

**The Hub of Human Innovation, Inc:**

\_\_\_\_\_ :

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Swain  
Executive Director

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