



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into by and between ReliAscent, LLC, a Colorado limited liability company whose address is 9035 Wadsworth Pkwy, Suite 2275, Westminster, CO 80021 ("ReliAscent") _____, a _____ organized and existing under the laws of the state of _____ and having its principal address at _____.

RECITALS:

WHEREAS, ReliAscent and _____ wish to exchange information in the area of Government contracting, financial and accounting matters, accounting software and general technical and business matters for the purpose of evaluating information and data for establishing and continuing a business relationship and

WHEREAS, one party hereto (Disclosing Party) may disclose to the other party hereto, (Recipient) certain information pursuant to this Mutual Non-Disclosure Agreement ("Agreement") which the Disclosing Party deems Proprietary Information;

NOW, THEREFORE, the parties hereto agree to the following:

1. This Agreement shall be effective as of _____ and shall terminate within one year of the effective date unless this Agreement is in support of another business agreement between the parties in which case this Agreement shall terminate at the conclusion of the performance period of that business agreement.
2. The term "Proprietary Information" means any and all information in a tangible or electronic medium of expression form provided by the Disclosing Party to the Recipient marked "Proprietary". Proprietary Information shall also include information disclosed orally if and when the Disclosing Party reduces the information to writing or other tangible or electronic medium of expression form and provides a copy thereof marked "Proprietary" to Recipient. Proprietary Information may include, **by way of example, and without limitation**, accounting and financial information, technical information, business know-how, reports, customer lists, pricing information, market studies, findings, inventions, ideas, business plans, business strategies, and non-commercial software.
3. Recipient agrees to hold in confidence and not to disclose for a period of five (5) years after the date of disclosure, any information it receives from Disclosing Party during the term of this Agreement, that is marked Proprietary, to any other person, firm, or corporation, or use such information except for the purpose stated herein above, without the prior written consent of Disclosing Party. Recipient further agrees to exercise the same degree of care to guard against disclosure or use of such information, except as herein above provided, as Recipient employs with respect to its own proprietary information of like importance, but in no event less than reasonable care.

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4. Both Parties understand that all client contacts, prospects & lists, business plans & concepts, practices, sales and production figures, accounts, marketing and sales strategies, and information that, by its nature, is reasonably likely to be considered Proprietary of the other Party are trade secrets and shall be treated as Proprietary Information even if that information is not marked Proprietary.
5. In the event Disclosing Party discloses its Proprietary Information to Recipient otherwise than in the manner provided in Section 2 above, Disclosing Party shall promptly inform Recipient that such information is deemed Proprietary, and shall provide Recipient with a brief written description of such information within thirty (30) days of such disclosure, identifying therein the manner, place, and date of such disclosure and the names of Recipient's representatives to whom such disclosure was made. Subject to Recipient's receipt of the aforementioned written description, Recipient shall, upon being notified that such information is Proprietary Information, have the same obligations with respect to such Proprietary Information as if it had been disclosed to Recipient in the manner described in Section 2 above.
6. Recipient agrees to promptly notify Disclosing Party of any inadvertent unauthorized use or disclosure of Proprietary Information it has received from Disclosing Party and to take prompt and effective steps to prevent recurrence of such use or disclosure.
7. Recipient shall have no obligation with respect to any information which:
 - a. Is known to Recipient prior to its disclosure hereunder; or
 - b. Is or becomes publicly known without breach of this Agreement by Recipient; or
 - c. Is received by Recipient without restriction from a third party who is not under an obligation of confidentiality to Disclosing Party; or
 - d. Is independently developed by Recipient as demonstrated by written records; or
 - e. Is approved for release by written authorization of Disclosing Party; or
 - f. Is require to be disclosed pursuant to a requirement of a governmental agency or law so long as Recipient provides Disclosing Party with timely written prior notice of such requirements and such disclosure is limited to the information requested.
8. All tangible and electronic media of expression wherein Disclosing Party's Proprietary Information is fixed, and which have been delivered by Disclosing Party to Recipient pursuant to this Agreement, shall be and remain the property of Disclosing Party. Except for a single set of copies which may be retained by and under the control of Recipient's legal department or counsel for archival purposes, all such tangible media of expression, and any copies thereof, shall be promptly returned to Disclosing Party upon written request, or destroyed at Disclosing Party's option, and in the event of such requested destruction, Recipient shall provide written certification of compliance within thirty (30) days of such written request.

9. Nothing herein shall be construed as a warranty of the accuracy, worth or fitness of the information furnished pursuant to this Agreement, nor as a grant of any rights to any invention, discovery, or improvement so furnished.
10. _____ of _____ and Mike Anderson of ReliAscent shall be the principal points of contact for exchange of information pursuant to this Agreement.
11. The laws of the State of Colorado shall apply to this agreement.
12. If a dispute arises out of or relating to the terms of this agreement, or any breach thereof, and if such dispute cannot be settled through direct negotiation between the parties, the parties shall submit the dispute to nonbinding mediation with a mediator to be mutually agreed upon by the parties. The mediation may be initiated by the written request of either party and shall commence within fifteen (15) days of receipt of such notice. In the event of the failure of any such mediation, the dispute shall be settled by arbitration in Metro Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as herein amended. Judgment upon the arbitration award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

(Company)

Signed: _____

Title: _____

Date: _____

ReliAscent LLC

Signed: _____

Title: _____

Date: _____