



Confidentiality Agreement

[Organization Name]
(Client)

AND

[Individual Name]
(Consultant)

AND

Mentors Guild, Inc.
A Delaware Corporation

CONTEXT

Mentors Guild facilitates “Executive Roundtable” discussions between business executives, consultants and its own employees or agents to understand business context and problems faced by organizations, and suggest possible approaches to solve them.

TERMS

In order to protect certain Confidential Information (as defined below), [Organization Name] “Client”, and [Individual Name] “Consultant”, and Mentors Guild, Inc., individually referred to as a “Party” and collectively referred to as the “Parties”, agree that:

- 1. Effective Date.** The Effective Date of this Non-Disclosure Agreement “Agreement” is **[Date]**.
- 2. Mutual Agreement.** The Agreement shall apply to all Confidential Information disclosed between the Parties.
- 3. Confidential Information.** “Confidential Information” disclosed under this Agreement is defined as any data or information that is proprietary to any of the Parties and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs,

development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party.

- 4. No Use of Name.** Without the prior written consent of the other Party, all Parties agree not to issue or release any articles, advertising, publicity or other matter relating to any Confidential Information or mentioning or implying the name of the other Party, except as may be required by law and then only after providing the other Party with an opportunity to review and comment thereon.
- 5. Term and Purpose.** The Parties receiving Confidential Information (each, a “Recipient”) from the other Parties disclosing Confidential Information (each, a “Discloser”) will use the Confidential Information only for the purpose of and in connection with the Executive Roundtable and related discussions. This Agreement shall remain in effect for thirty (30) days of completion of the Executive Roundtable. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.
- 6. Return of Confidential Information.** A Recipient, upon Discloser’s written request, will promptly return all Confidential Information received from the Discloser, together with all copies thereof.
- 7. Permitted Use.** A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own similar information to protect the Confidential Information and to prevent (a) any use of Confidential Information not authorized in this Agreement; (b) dissemination of Confidential Information to any employee, contractor, and/or agent of Recipient without a need to know

and who are not subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement; (c) communication of Confidential Information to any third party or (d) publication of Confidential Information.

- 8. Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.
- 9. Disclaimers.** Each Discloser warrants that it has the right to disclose its Confidential Information. No other warranties are made and no responsibility or liability is or will be accepted by either Party as to the accuracy or completeness of the Confidential Information. All Confidential Information is provided "As Is".
- 10. No Obligation.** This Agreement imposes no obligation on a Party to exchange Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
- 11. Ownership.** No license or conveyance of any rights under any patent, copyright, trade secret, trademark or any other intellectual property right is granted under this Agreement except the limited rights

necessary to carry out the purpose as set forth in this Agreement.

12. Remedies. Each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party may be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

13. GOVERNING LAW. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF HAWAII.

14. Severability. If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the Parties agree the remaining provisions of this Agreement shall remain valid and enforceable to the maximum extent compatible with existing law.

15. Miscellaneous. The obligations and duties imposed by this Agreement with respect to any Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other Parties. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Each Party agrees that facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

[Signature page follows]

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date: