

Reciprocal Non-Disclosure and Confidentiality Agreement

1. This Reciprocal Non-Disclosure Agreement (the "Agreement") is dated and effective << *insert date here*>> and is by and between <<*insert person/company here*>> ("Company") and Sherri Kelley Tennant Melanoma Cancer Awareness and Research Foundation, SCARF (collectively, the 'Parties'). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.
2. The Parties desire to discuss certain business transactions and to exchange information for the purpose of exploring potential business relationships for the benefit of the parties or resolving business matters. In order to facilitate these discussion and in order for the Parties to receive from each other, either orally or in writing certain technical and business information, the Parties have entered into this Agreement. For purposes herein, any technical or business information of third persons furnished or disclosed by one party to the other shall be deemed the disclosing party's information and, accordingly, shall be the subject to the terms and conditions of this Agreement.
3. Each party may find it beneficial to disclose to the other parties certain information which may include but is not limited to, trade secrets, discoveries, ideas, logo's concepts, know-how, techniques, design, specifications, drawings, maps, blueprints, by-laws, diagrams, flow and other medical, technical, financial or business information (the "Information"). Such Information which is provided in written, encoded graphic, or other tangible form shall be deemed to be confidential and propriety if it is clearly marked confidential. If the information is provided orally, it shall be deemed to be confidential and proprietary if it is so identified by the disclosing party at the time of such disclosure, including without limitation a blanket announcement at the beginning of any meeting of any of the Parties.
4. The Parties agree that they shall hold such information in confidence and shall use same solely for purpose set forth in paragraph 2 above, and further agree that the shall not make disclosure of any such Information to anyone except those employees necessary to review such Information. Prior to providing the Information to any employee, a party will notify each employee to whom such disclosure is made that such information is received in confidence and shall be kept in confidence by such employee. In the event such Information must be disclosed by any party to third persons for the purpose set forth in paragraph 2 above, that party shall, prior to such disclosure, obtain written consent from the other parties and obtain from the third person a written agreement regarding confidentiality of the Information, the terms of which shall be substantially identical to those contained herein.
5. With respect to particular parties hereto, this Agreement shall not apply to any information (a) previously known to that party free of any obligation to keep it confidential; (b) which is rightfully received by that party from a third party who is under no obligation of confidence to that party; (c) of which is independently developed by that party without resort to the information that has been disclosed pursuant to this Agreement; or (d) is required to be disclosed in order to comply with the applicable law or regulation of with any requirement imposed by the judicial or administrative process or any governmental or court order. This Agreement shall also not apply to information that lawfully has been of which becomes publicly available.

