**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Mutual Confidentiality and Nondisclosure Agreement (the “Agreement”) is made effective       (“Effective Date”), by and between  ("Company"), with offices at      , and **Claritas, LLC** (“Claritas”), with offices at 8044 Montgomery Road, Suite 455, Cincinnati, OH 45236 *.*

1. Parties. Company and Claritas wish to discuss future business opportunities of mutual interest regarding, but not limited to, Claritas’ products and services, to be licensed under a separate agreement between the parties (“Business Discussions”). During the course of the Business Discussions, each of Company and Claritas may disclose (as the “Disclosing Party”) to the other party (as the “Receiving Party”) certain confidential and/or proprietary information about its business, operations and/or strategic plans, pursuant to the terms of this Agreement.
2. “Confidential Information” means any information furnished by the Disclosing Party to the Receiving Party, directly or indirectly, verbally or in writing, in connection with Business Discussions, including with respect to products, services, pricing, methodologies and/or customers of the Disclosing Party, and any documents prepared by the Receiving Party that contain such information. Disclosures will not be deemed Confidential Information, if such information is: (a) already known to the Receiving Party, without the obligation of confidentiality; (b) in the public domain through no fault of the Receiving Party; (c) independently developed by the Receiving Party without any use of the Disclosing Party’s Confidential Information; or (d) approved in writing by the Disclosing Party for disclosure by the Receiving Party.
3. Standard of Care. The Receiving Party shall (a) keep the Disclosing Party’s Confidential Information in strict confidence; (b) protect it with the same degree of care as the Receiving Party treats its own confidential information, which shall in no event be less than reasonable care; (c) not, without the prior written consent of the Disclosing Party, disclose or permit it to be disclosed to anyone other than the Receiving Party’s affiliates and its and their respective directors, officers, employees, agents or consultants having a legitimate need to know the Confidential Information for the Receiving Party to negotiate, participate in, or perform related services with respect to the Business Discussions (“Representatives”); (d) not use or permit its Representatives to use the Disclosing Party’s Confidential Information for any reason other than in direct connection with the Business Discussions; (e) treat as confidential and shall not use, disclose or otherwise make available any trade secret for as long as such information shall remain a trade secret under applicable law; and (f) not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party’s Confidential Information.
4. Obligations of Non-Disclosure. Prior to any use or disclosure of the Disclosing Party’s Confidential Information by the Receiving Party to any of its Representatives, the Receiving Party shall ensure that all Representatives are aware of and agree to be bound by all of the confidentiality obligations set forth in this Agreement. The Receiving Party shall be responsible for any breach of the Agreement by any of its Representatives.
5. Notice of Disclosure. In the event the Receiving Party is required by any court or legislative or administrative body to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order. However, if the Disclosing Party is unable to obtain or does not seek such protective order and the Receiving Party is, in the opinion of its counsel, compelled to disclose such Confidential Information under pain of liability for contempt or other censure or penalty, disclosure of such information may be made without liability. The Receiving Party shall promptly notify the Disclosing Party upon the discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement and cooperate with the Disclosing Party to help the Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
6. Return of Information. Upon written request by the Disclosing Party, the Receiving Party shall return and deliver all copies of Confidential Information which were disclosed or provided to it and the Receiving Party shall destroy all copies of any summaries, compilations, or analyses, in whatever form, excluding any archival copy retained systemically as a function of the Receiving Party’s disaster recovery process.
7. Further Agreements. The parties agree that unless and until a definitive agreement with respect to the Business Discussions has been executed and delivered, neither party shall have any legal obligation of any kind with respect to any Business Discussions by virtue of this Agreement, other than the obligations of confidentiality as contained herein.
8. No Representation or Warranty. All Confidential Information provided by the Disclosing Party is provided “as is” and without representations or warranties of any kind.
9. Ownership. Except for the limited right expressly granted to the Receiving Party to review and use the Confidential Information as set forth herein, no right or license is granted to any intellectual property right or proprietary rights under this Agreement.
10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party and may not be amended or modified except by a written agreement signed by each party. This Agreement will inure to the benefit of any permitted successors and assigns.
11. Severability. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole.
12. No Waiver. No failure or delay by either party in exercising any right, power, or privilege shall operate as a waiver or preclude the exercise of any other or further right, power, or privilege hereunder.
13. Notices. Notices to either party may be sent to the addresses above stated and to the attention of the authorized representatives signing below.
14. Remedies. The Receiving Party agrees that the Disclosing Party may suffer irreparable harm, and damages caused by a breach of this Agreement may be impossible to calculate and an inadequate remedy, entitling the Disclosing Party to seek injunctive relief. In the event the Disclosing Party, in an action to enforce the obligations of the Receiving Party or its Representatives, establishes that the Receiving Party has breached this Agreement or that the Disclosing Party is entitled to an order or other action of the court, the Receiving Party will reimburse the Disclosing Party for all costs and expenses, including reasonable attorney’s fees, incurred by the Disclosing Party.
15. Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date. Confidential Information will remain subject to the Receiving Party’s obligations of confidentiality for a period of five (5) years from the initial disclosure; provided that any trade secret information will remain confidential as long as it remains a trade secret under such applicable law.
16. Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter and cannot be cancelled or amended except by written agreement between the parties.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law provisions.

**Agreed and accepted by each party’s duly authorized representative:**

**Claritas, LLC**

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*Signature Signature*

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*Name (Printed) Name (Printed)*

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