

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement"), entered into as of May 31, 2019, is by and between **Cutsforth, Inc.** and _____ (each a "Party" and together, the "Parties").

1. Purpose of this Agreement. To further their discussion of various business matters, the Parties anticipate that they will disclose confidential, proprietary or trade secret information to each other. "Proprietary Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally or in writing, regardless of whether marked as confidential, including, without limitation business records and files, manuals, software, financial data, budgetary information, income and sales data or projections, customers lists, facilities, suppliers, designs, plans, techniques, processes, formulas, drawings, concepts, developments, experiments, and market analyses.

2. Nondisclosure of Proprietary Information. The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all necessary precautions to protect such Proprietary Information including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials, but in no event less than reasonable precautions, (ii) not to disclose, provide or make available any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use of such Proprietary Information, except for the evaluation contemplated by this Agreement. The Receiving Party further agrees to limit the use of and access to the Disclosing Party's Proprietary Information to the Receiving Party's employees, directors, officers, consultants and agents who need to know such Proprietary Information for said purposes and shall cause such employees, directors, officers, consultants and agents to comply with the obligations set forth herein (all such consultants and agents shall agree in writing to safeguard such Proprietary Information). The obligations of non-use and non-disclosure set forth in this Agreement shall survive for a period of three (3) years from the date of disclosure of the Proprietary Information ("Term").

3. Exceptions to the Restrictions on Use and Disclosure. The Disclosing Party agrees that the restrictions on disclosure and use set forth in this Agreement shall not apply with respect to information that (i) is in the public domain at the time it is disclosed or becomes part of the public domain after disclosure without Receiving Party's breach of any obligation owed to Disclosing Party, (ii) was in the possession of the Receiving Party or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to the Receiving Party by a third party without restriction, (iv) was independently developed by the Receiving Party without access to such Proprietary Information, (v) was disclosed to a third party by the Disclosing Party without restrictions on disclosure and use similar to those found in this Agreement, or (vi) is required to be disclosed pursuant to any statutory or regulatory authority or court order, provided the Receiving Party has given the Disclosing Party prompt notice of such requirement and the opportunity to contest it.

4. Non-Circumvention. The Receiving Party will not, during or after the Term, use, exploit, or permit the use or exploitation of Proprietary Information by any person or entity other than as the Disclosing Party specifically authorizes for the Purpose of this Agreement.

5. Ownership and Return of Proprietary Information. Each party acknowledges and agrees that the Proprietary Information shall belong to and shall remain the sole and exclusive property of the Disclosing Party, and, that disclosure and use pursuant to this Agreement shall not constitute a transfer, assignment, or conveyance or any right to own, use, or possess such Proprietary Information by the Receiving Party. Upon written request by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and all copies or extracts thereof and will promptly and permanently delete any Proprietary Information which is electronically or optically recorded or stored.

6. Disclaimer of Warranties and Limitation of Liability. NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

7. Acknowledgement of Disclosing Party. The Disclosing Party understands and agrees that the Receiving Party may, currently or in the future, be developing information internally, or receiving information from third parties, which may be similar to the Disclosing Party's Proprietary Information. Nothing in this Agreement shall be construed as a representation or inference that the Receiving Party will not develop products, strategies or plans, for itself or others, which compete with the products, strategies or plans contemplated by the Disclosing Party's Proprietary Information.

8. General Terms. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding unless signed by officers of each Party. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party, and no failure or delay in enforcing any right will be deemed a waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Minnesota except for that state's conflict of laws provisions.

Organization: [Cutsforth, Inc.](#)

Name: _____
(Print or Type)

Signature: _____

Title: _____