

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is entered into as of _____, by and between Clear Idea Labs, LLC a Florida Corporation with address at 2627 Mall Dr. Sarasota FL, 34231 (“Clear Idea”), and _____ et al. (“PARTY”)

WHEREAS, Clear Idea and PARTY desire to exchange confidential information for the purpose of discussing and evaluating the feasibility of _____’s idea for the #IdeaDay competition, specifically, _____, (the “idea”).

NOW, THEREFORE, in consideration of the foregoing, each party hereby agrees as follows:

1. “Confidential Information” means any information, technical data, trade secrets or know-how, whether written or oral, disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with the Permitted Purpose described above, relating to the Disclosing Party’s present or proposed products (including but not limited to any source code, object code, user interface screens, algorithms, product designs, product architecture, file layouts, database schema), financial data and operations, business strategies, customer lists and customer related matters, marketing activities, pricing or salary data, negotiations and contracts, or other information of a confidential or proprietary nature.
2. Each party agrees that the Confidential Information of the other shall at all times remain the valuable property of the Disclosing Party and may be used only by employees of the Receiving Party with a need to know such information and only for the Permitted Purpose. Each party agrees that it will not copy, reproduce, or sell, assign, license, market, transfer or otherwise dispose of or give the Confidential Information of the other to any person, firm, corporation or other third party, except that disclosure may be made to legal and financial advisors in connection with the Permitted Purpose provided such advisor(s) agree to be bound by the terms and conditions of this Agreement. Each party agrees to protect the Confidential Information of the other and to safeguard it from disclosure to any third party (other than financial or legal advisors as provided above) in the same manner that it safeguards its own confidential or proprietary information, but provided that such safeguards shall not be less than those considered standard in the software industry. In addition, each party agrees to keep confidential in accordance with this Agreement the fact that the parties are discussing a potential business relationship.
3. a. The restrictions set forth herein do not apply to information which
 - (i) is or becomes part of the public domain through no fault of the Receiving Party,
 - (ii) is already known by the Receiving Party through no wrongful act or omission,
 - (iii) is independently developed by the Receiving Party without use or benefit of the Disclosing Party’s Confidential Information.b. Parties are permitted to disclose Confidential Information in accordance with law or judicial process.
4. The Receiving Party agrees to return all Confidential Information in tangible form to the Disclosing Party upon the completion of the Evaluation or earlier upon request of the Disclosing Party.

5. The obligations under this Agreement survive the completion of the Permitted Purpose. Each party agrees that monetary damages may not be adequate in the event of a breach of this agreement and that the non-breaching party shall be entitled to equitable and injunctive relief in addition to any other available legal remedies. The obligations hereunder shall continue in perpetuity. This Agreement shall be governed by and interpreted under the laws of Florida, USA. This Agreement may not be modified without the prior written consent of both parties hereto.

Applicant:

Entrant Name	
Idea Name	
Title	
Date	
Signature	

Acceptance:

Company	Clear Idea, LLC
Name	Teddy Matheu
Title	CEO
Date	
Signature	