

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made as of \_\_\_\_\_ by and between **All Secured Security Services, LLC (All Secured)** which also includes any subsidiaries, wholly owned or otherwise, and \_\_\_\_\_ hereinafter referenced as "SUPPLIER".

**1. Purpose.** ALL SECURED and SUPPLIER wish to set forth the terms and conditions under which certain information of a confidential nature may be disclosed by either party to the other during the period that SUPPLIER and ALL SECURED consider and/or implement the purchase by ALL SECURED from SUPPLIER (the "Relationship"). This Agreement is intended to allow the parties to engage in the Relationship while protecting each party's Confidential Information (as that term is defined below) against unauthorized use or disclosure.

**2. Definition of Confidential Information.** "Confidential Information" means any information including, but not limited to, that which relates to customer lists, pricing information, supplier lists, sales reports, product and marketing information, financial information, product plans, product development, inventions, patents, patent applications, research, processes, designs, drawings, engineering, formulae, markets, business plans, agreements with third parties, services, or finances of the disclosing party. Confidential Information may be in written or non-written form.

### **3. Nondisclosure of Confidential Information**

(a) ALL SECURED and SUPPLIER each agree not to use any of the other party's Confidential Information for its own use or for any purpose other than in connection with the Relationship. Furthermore, neither ALL SECURED nor SUPPLIER shall disclose or permit disclosure of any of the other party's Confidential Information to third parties or to any of their employees, other than directors, officers, employees, consultants and agents who are required to have the information for support of the Relationship. Each of ALL SECURED and SUPPLIER shall limit disclosure of the other party's Confidential Information to those of its directors, officers, employees, consultants and agents who are subject to obligations of secrecy and limited use no less stringent than those set forth in this Agreement. Both ALL SECURED and SUPPLIER shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the other party's Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that each party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Notwithstanding the foregoing, ALL SECURED and SUPPLIER shall be responsible for any breach of the confidentiality and non-use obligations under this Agreement by any of its affiliates or by any of its or their employees, officers, directors, agents, consultants or contractors. ALL SECURED and SUPPLIER each agree to notify the other party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the other party's Confidential Information which may come to its attention.

(b) **Exceptions.** Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;

(ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing party;

(iv) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or

(v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

**4. Return of Materials.** Within ten (10) days after the written request of the disclosing party, (a) any materials or documents that have been furnished by either SUPPLIER or ALL SECURED to the other party in connection with the Relationship shall be promptly returned or destroyed by the receiving party, including all copies and electronic materials containing the other party's Confidential Information, and (b) the receiving party shall deliver written confirmation to the disclosing party that all Confidential Information of the disclosing party has been returned or destroyed or deleted.

**5. No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any license, patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either ALL SECURED or SUPPLIER any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for support of the Relationship.

**6. Term.** The foregoing commitments of each party shall continue for a period terminating two (2) years following the later of (i) the termination of the Relationship or (ii) the date of this Agreement. Notwithstanding anything to the contrary, each party's trade secrets shall remain protected under applicable law for as long as the information remains a trade secret.

**7. Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that neither party's Confidential Information may be assigned without such party's prior written consent. Nothing in this Agreement, express or implied, is intended to confer upon anyone other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**8. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

**9. Independent Contractors.** ALL SECURED and SUPPLIER are independent contractors, and nothing contained in this Agreement shall be construed to constitute SUPPLIER and ALL SECURED as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

**10. Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio, without regard to its provisions on conflicts of law.

**11. Remedies; Indemnification.** ALL SECURED and SUPPLIER each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. ALL SECURED and SUPPLIER each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, ALL SECURED and SUPPLIER each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

**12. Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of ALL SECURED and SUPPLIER. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of any term hereof by such party.

**13. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

The parties have caused this Mutual Nondisclosure Agreement to be executed by their respective duly authorized representatives as of the date first above written.

**ALL SECURED SECURITY SERVICES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUPPLIER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_