

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (the "Agreement"), by and between Robot Woods, LLC with an address at 233 Nottingham Ave, Glenview, IL 60025 and _____ (the "COMPANY") with an address of _____ is entered into as of this ____ day of _____ 20__.

WHEREAS, Robot Woods and the COMPANY have discussed business and/or services (the "Business Relationship").

NOW, THEREFORE, the parties hereto agree as follows:

Each party understands that the other party may disclose proprietary information (including technical, financial, business and product development practices, plans, forecasts and strategies and other information not readily available to the public), which to the extent presently or subsequently disclosed and noted in writing or orally at the time of disclosure as being of confidential nature is hereinafter referred to as Confidential Information.

In consideration of the parties' discussions and any access that any party may have to Confidential Information of the other party, each party hereby agrees as follows:

1. Each party agrees to keep all Confidential Information of the other party in strict confidence under appropriate safeguards and, without the disclosing party's prior written consent, not to (i) disclose, reproduce or otherwise make available any Confidential Information to any other person or entity, except to those employees, or subcontractors providing services, of such party who have a need to know for purposes of effectuating the purpose of this Agreement, and to state or federal agencies, authorities or courts upon their order or request, provided prompt notice of such order or request is given to the party to which such information belongs if such notice is legally permitted, or (ii) use such Confidential Information for any purpose other than for the purpose of the business relationship with the other party.
2. The term "Confidential Information" shall not include any information which (i) was known to a party prior to disclosure pursuant to this Agreement, (ii) has legitimately entered the public domain prior to or subsequent to the time of such disclosure, or (iii) becomes or is made available to either party by a third party having the lawful right to do so.
3. Any Confidential Information disclosed by one party to the other party shall remain the sole and exclusive property of the disclosing party.
4. Immediately upon a party's written request, the other party shall promptly deliver to the other party all written or tangible material containing any information contained in the Confidential Information, including all copies, summaries, analyses and extracts thereof, and destroy or delete from its equipment all other materials, including computer tapes, diskettes and similar digital or electronic storage mechanisms, containing any Confidential Information.

5. Either party may terminate this agreement upon written notice to the other party. Any termination or attempted termination of this Agreement shall not terminate the parties' obligations under Sections 1 and 3 of this Agreement, and such obligations shall survive until the fifth anniversary of the date of the termination of this Agreement.

6. This Agreement: (i) shall be binding upon, inure to the benefit of, and be enforceable by the respective successors of the parties hereto; and (ii) may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or unenforceable to the fullest extent permitted by law.

7. The parties agree that in the event of any breach by a receiving party of any of the covenants set forth in this Agreement, the disclosing party shall have the right to (a) receive compensation for actual direct damages from the receiving party for any losses incurred by reason of such breach, including all reasonable attorney's fees and costs of suit; and (b) apply to a court of competent jurisdiction, for the entry of an immediate order to restrain or enjoin the breach of said covenants by the receiving party and otherwise to specifically enforce the provisions of this Agreement. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT EVEN IF THE DISCLAIMING PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8. This Agreement shall be construed and the right of the parties shall be determined in accordance with the laws of the State of Illinois, without reference to that state's choice of law principles.

9. Nothing in this Agreement shall be construed as (a) conferring an express or implied license or an option of a license to a receiving party, whether under any patent, copyright trademark, license right or trade secret owned or obtained by the disclosing party, relating to the Confidential Information, or otherwise, except as specified in this Agreement or (b) obligating a party to enter into any other agreement or relationship of any kind with another party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into as of the date first set forth above.

Robot Woods, LLC

By: _____

Name: _____

Title: _____

Date: _____

COMPANY: _____

By: _____

Name: _____

Title: _____

Date: _____