

**MENTORMATE
MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Mutual Non-Disclosure and Confidentiality Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), by and between **MentorMate, Inc.**, a Minnesota corporation, having an address at 3036 Hennepin Avenue, Minneapolis, MN 55408, and _____,

is entered into to allow the parties to this Agreement to provide each other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. Any Party to this Agreement may be a discloser ("Discloser") or a recipient ("Recipient") of confidential information.
2. The confidential information ("Information") that to be disclosed under this Agreement is described as:

Technical and business information relating to proprietary ideas and trade secrets, patentable ideas, business models and processes, client names, process documentation, technical information, including source code and other information that may be built in or proposed as a solution for other Party, costs, finances, and financial projections.

3. Recipient's duties under this Agreement shall apply only to Information that is (a) disclosed by Discloser in writing and is marked at the time of disclosure to indicate it is confidential; (b) disclosed by Discloser in any other manner and is indicated at the time of disclosure to be confidential and thereafter is also summarized and designated as confidential in a written memorandum delivered to Recipient within one month of the disclosure; or (c) disclosed in the form of tangible materials transmitted to Recipient with an accompanying written memorandum indicating the confidential nature of the materials.
4. This Agreement imposes no obligation upon Recipient with respect to Information that Recipient can establish (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes available to the public through no fault of Recipient; (c) is received in good faith by Recipient from a third party and is not subject to an obligation of confidentiality owed to the third party; or (d) is independently developed by Recipient without reference to Information received hereunder.
5. Recipient's duties to not disclose Information shall continue for as long as said Information continues to be confidential information as defined in this Agreement.
6. Recipient shall not disclose Information to a third party without express written authorization from Discloser. Recipient shall protect the disclosed Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Information, as Recipient uses to protect its own confidential information of a like nature. Recipient's duties under this Agreement shall continue for as long as the Information received from the other Party remains a trade secret under the state laws of Minnesota.
7. If Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify Discloser and shall allow Discloser a reasonable time to oppose such process. Recipient shall only disclose such Information pursuant to an appropriate protective order that preserves the confidentiality of such Information unless otherwise required by such judicial or administrative process.
8. Recipient agrees to return, or at its election destroy, all existing Information (including tangible materials) received from Discloser upon request of Discloser, except that Recipient

may retain in the office of its legal counsel one copy of written Information for record purposes only.

9. Each Discloser warrants that it has the right to make disclosures of Information as provided under this Agreement.
10. Except as otherwise provided herein, all additions or modifications to this Agreement must be made in writing and executed by all parties.
11. Under this Agreement, (a) no party acquires any license under intellectual property rights of the other party except the limited right to use Information as contemplated hereunder; (b) there is no obligation to purchase from or sell to the other party any service or item; and (c) no agency or partnership relationship is created between the parties.
12. This Agreement may be executed with ____ original(s), or in multiple counterparts, or executed by facsimile or email provided that the facsimile or email transmittal information of the signatory party is present. Please return one fully executed document to MentorMate, Inc. at 3036 Hennepin Avenue, Minneapolis, MN 55405.
13. This Agreement may be assigned by either party to any legal entity substantially owned and controlled by the assignor, and any such assignee or successor in interest, shall have all the rights, privileges and duties of the assignor as if it had been an original party as of the Effective Date.

SIGNATURES

MENTORMATE, INC.	COMPANY:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: <u>Same as effective date above</u>	Date: _____

Rev. Oct 20, 2014