

SMART TECH 3D PRINTING

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made as of _____, 2016 (the "Effective Date"), by and between Smart Tech 3d Printing, and _____ ("Participant").

Smart tech is a 3d printing company and the Participant is the _____.

In order to pursue a mutual business purpose, partnership, or alliance, the Participant and Smart Tech 3d Printing recognize that there is a need to disclose to one another certain confidential information of each party to be used only for this business purpose, partnership or alliance, and to protect such confidential information from unauthorized use and disclosure. The Participant and Smart Tech are willing to disclose Information (as "Owning Party") and receive Information (as "Receiving Party") on the terms and conditions set forth hereinafter.

AGREEMENT TERMS

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. The Receiving Party will:
 - a. (1) Not disclose Information of Owning Party to any other individual or group entity and (2) use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, and (3) always maintain at least a reasonable degree of care;
 - b. Restrict disclosure of the Information of the Owning Party solely to those individual or group entities either directly employed by the Receiving Party or contracted by the Receiving Party to perform services on behalf of the Receiving Party, having a need to know such Information.
 - c. Advise each such employee or otherwise entity, before the entity receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such entity to maintain those obligations.
 - d. Within fifteen (15) days following request of Owning Party, return to Owning Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Owning Party, in writing, the destruction of such materials.
2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Owning Party which (a) was known to Receiving Party prior to disclosure by Owning Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party or (e) is disclosed by Owning Party to a third party without a duty of confidentiality on the third party.

3. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum included with the information or mailed to Receiving Party within thirty (30) days of the disclosure.
4. The Information shall remain the sole property of Owning Party.
5. Neither owning party makes any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, neither owning party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither owning party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.
6. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
7. The Receiving Party will not export, directly or indirectly, any technical data acquired from Owning Party or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.
8. The validity, construction, and performance of this Agreement are governed by the laws of the State of Maryland, and suit may be brought in Maryland to enforce the terms of this Agreement.
9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred without prior written notice sent to Smart Tech 3d Printing by the Participant and Smart Tech 3d Printing express written consent thereto.
10. This Agreement is binding upon both parties and upon the directors, officers, employees and agents of each. This Agreement is effective as of the date of execution of the document it is referenced in and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive the termination of the period covered by the document by two (2) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Smart Tech 3d Printing

By: _____

Name: _____

Title: _____

Date: _____

Participant: _____

By: _____

Name: _____

Title: _____

Date: _____