



Date: \_\_\_\_\_

## Non-Disclosure Agreement

**Disclosing Party:**

**Receiving Party:**

MindWare  
2100 County Road C West  
Roseville, MN 55113  
651-582-0555

The Disclosing and Receiving parties are contemplating a business arrangement and to do so, would like to exchange confidential and proprietary information.

“Proprietary Information” means any and all information (regardless of form or characteristic) which was or will be disclosed by one party to the other party, including, but not limited to, ideas, concepts, prototypes, information or data of a technical, design and/or engineering nature, including drawings, sketches, specifications, photographs and/or work in progress.

The parties desire that the Proprietary Information exchanged between them (described below as “Subject”) remain confidential and be kept confidential by the other party.

Subject: \_\_\_\_\_

1. Both parties, for their mutual benefit, with respect to this Proprietary Information, agree that in pursuit of the Subject goals or tasks it may be necessary or desirable to exchange, disclose or permit limited access to this Proprietary Information.
2. It is agreed that a party receiving Proprietary Information of the other party shall not use (for Commercial or other application), copy or circulate the same, in whole or part, within its own organization, except to the limited extent necessary for performance of the tasks contemplated under the Subject of this Agreement.
3. It is agreed that in the event the Subject goals cannot be met, each party will promptly return to the other party that party's Proprietary Information and use reasonable efforts to destroy all copies thereof.
4. It is understood that all proprietary rights are the property of the Disclosing Party. This Agreement does not imply any license of patent, copyright, trademark or application for patents, copyrights or trademarks to the Receiving Party.

MindWare

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