

MUTUAL NON-DISCLOSURE AGREEMENT

Hay Group, Inc. ("Hay Group"), a Delaware corporation with offices at 100 Penn Square East, Philadelphia, Pennsylvania 19107-3388 and \_\_\_\_\_, with offices at \_\_\_\_\_ ("Company"), agree as follows on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

- 1. In connection with certain discussions between Hay Group and Company for the purposes of determining the feasibility of a business relationship between the parties (the "Purpose"), Company may disclose certain confidential or proprietary information or trade secrets to Hay Group and Hay Group may disclose certain confidential or proprietary information or trade secrets to Company (collectively, the "Confidential Information").
2. With respect to Confidential Information provided under this Agreement, the disclosing party will identify any Confidential Information by marking with an appropriate restrictive legend. The receiving party agrees that it (a) will maintain the Confidential Information in the strictest confidence; (b) will not divulge the Confidential Information to any other person for any purpose; (c) will use the Confidential Information only for the above Purpose, unless hereafter otherwise agreed to in writing by the disclosing party; and (d) will deliver to the disclosing party, in accordance with any request from the disclosing party, within five (5) days, all copies, notes, documents, diagrams, any computer memory media and all other materials containing any portion or derivative of the Confidential Information such that the receiving party no longer possesses any of the Confidential Information or derivatives of the Confidential Information of any kind. The duties described in 2(a), (b), (c) and (d) will terminate \_\_\_\_ years after the date such Confidential Information is disclosed to the receiving party, or, if the blank is not filled in, shall survive the expiration or termination of this Agreement in perpetuity.
3. The receiving party will have no obligation with respect to the Confidential Information, which (a) was known to it prior to receipt, directly or indirectly, of such Confidential Information from the disclosing party; (b) is lawfully obtained by it from a third party under no obligation of confidentiality, direct or indirect; (c) is or becomes known or available without any act or failure to act by it; or (d) is independently developed by it. The receiving party may comply with judicial or governmental orders to disclose Confidential Information.
4. The receiving party acknowledges that the Confidential Information could be of tangible value to the receiving party, particularly if transferred to other consultants or agents, or if used by the receiving party for any reason other than the agreed upon Purpose, directly or indirectly, and that such transfer would produce irreparable damage to the disclosing party. The receiving party agrees that, in the event the disclosing party is required to bring an action to enforce the provisions of this Agreement, the damages to the disclosing party for any improper disclosure of the Confidential Information or any portion thereof are irreparable, and the disclosing party is entitled to equitable relief, including but not limited to a preliminary injunction and a permanent injunction, in addition to other relief. The prevailing party shall be entitled to recover its attorney's fees. However, in no event shall either party be liable for special (including multiple or punitive) damages arising out of this Agreement.
5. The parties acknowledge that certain products, software, and technical information provided pursuant to this Agreement may be subject to United States export laws and regulations and agree that any use or transfer of such items must be authorized by the appropriate United States government agency. Neither party shall directly or indirectly use, distribute, transfer, or transmit any item of Confidential Information (even if incorporated into other products, software, and technical information), except in compliance with United States export laws and regulations.
6. This Agreement is the entire agreement of the parties concerning Confidential Information, is a complete and exclusive statement, and may only be amended in a writing signed by the parties hereto.
7. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard for conflicts of law rules.

The parties, intending to be legally bound, have signed this Agreement on the day and year first above written.

By: \_\_\_\_\_
Name Printed/Typed:
Title:

HAY GROUP, INC.
By: \_\_\_\_\_
Name Printed/Typed:
Title: