

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of _____ by and between

_____ with offices at _____

_____ and Responsory, a Johnson Direct LLC company with offices at

13255 West Bluemound Road, Suite 105, Brookfield, WI 53005 to address the handling of certain information each may reveal to the other in the course of negotiations relating to potential business transactions between the parties. In consideration of the mutual promises and obligations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, the term “Confidential Information” means any data and information the disclosing party considers to be confidential, has economic value to the disclosing party and is subject to the disclosing party’s reasonable efforts to maintain its secrecy, including, but not limited to, methods of operation, advertising materials, marketing concepts, customer or member names and other identifying information, and other proprietary information, whether or not such information is expressly marked or identified as confidential and in whatever form it is disclosed. Confidential Information does not include any information which the receiving party can demonstrate:
 - a) is or becomes available to the public other than by a breach of this Agreement; or
 - b) was previously known to the receiving party which can be verified by the written records of the receiving party without any obligation to hold it in confidence; or
 - c) was received from a third party free to disclose such information without restriction; or
 - d) is or was independently developed by the receiving party which can be verified by the written records of the receiving party without the use of the other party’s Confidential Information; or
 - e) the other party has consented in writing to disclosure of such information, but only to the extent of such consent.
2. **Term.** This Agreement will be effective as long as the parties are engaging in business with one another. The obligations of the parties under this Agreement will survive termination or expiration of this Agreement for two (2) years or such longer period as required by law.
3. **Disclosure and Use.** Each party will use the other party’s Confidential Information only for the limited purposes contemplated by the negotiations between the parties and will not alter, copy, misappropriate, use or misuse, transfer, sell, deliver, or divulge the other party’s Confidential Information for any other purpose whatsoever. Each party will treat the other party’s Confidential Information as the other’s trade secrets and will not disclose it to any third party without the other party’s prior written consent.
4. **Privacy.** Each party represents and warrants that any disclosure of information it makes under this Agreement does and will comply with that party’s published privacy policy and all applicable federal and state privacy laws and regulations.
5. **Employees and Agents.** Each party will disclose the other party’s Confidential Information only to those of its employees and agents whose duties require access to such information and then only for the purposes contemplated by this Agreement and the parties’ negotiations and only if each such employee and agent separately agrees to protect the confidentiality of the other party’s Confidential Information on terms at least as restrictive as those set forth in this Agreement.

- 6. **Legal Disclosure.** The foregoing notwithstanding, either party may disclose the other party’s Confidential Information as required by applicable law or regulation or by a valid order of a court or government agency with appropriate jurisdiction over the parties and the subject matter of the information, but only to the extent of and for the purposes of such law, regulation or order and only after the other party is afforded a reasonable opportunity to oppose such disclosure or seek protection against further disclosure of the information.
- 7. **Ownership.** Each party’s Confidential Information is and will remain its sole property. Neither party obtains any ownership or license interest in any of the other’s Confidential Information by virtue of its disclosure under this Agreement. If for any reason either party so requests, the other party shall, at the option of the requesting party (i) promptly return all written Confidential Information and not retain any copies (written or electronic), or (ii) destroy or have destroyed all documents, memoranda, notes and other writings whatsoever based on Confidential Information. The requesting party shall have the right to request and receive from the other party a written statement from a duly authorized representative with full knowledge, swearing that all documents containing Confidential Information have been returned with no copies retained or, as the case may be, that all documents, memoranda, notes and other writings whatsoever based on Confidential Information have been destroyed.
- 8. **Damages.** The parties acknowledge that the harm caused by the wrongful disclosure of Confidential Information will be difficult, if not impossible, to assess on a monetary basis, alone, and that legal damages may not be sufficient compensation for such wrongful disclosure. Therefore either party may enforce its rights under this Agreement by equitable means, including, but not limited to, injunctive relief, in addition to any other remedies to which it is otherwise entitled.
- 9. **Additional Agreements.** This Agreement contains the entire agreement of the parties and supersedes any and all previous agreements, whether oral or written, between them with respect to its subject matter. Neither this Agreement nor any discussions or disclosures governed by this Agreement constitute a commitment to any business relationship, agreement or future dealing between the parties.
- 10. **Assignment.** Neither party may assign this Agreement, in whole or in part, to any third party without the other party’s prior written consent. The terms and conditions of this Agreement will bind and inure to the benefit of each party’s respective successors and permitted assigns.
- 11. **Governing Law.** This Agreement will be governed in all respects by and construed according to the laws of the State of Wisconsin without regard to its rules on conflict of laws.
- 12. **Authority.** Each party warrants that it has the authority to enter into this Agreement for itself and its subsidiaries and affiliates that are governed by this Agreement.

The parties have executed this Agreement by their duly authorized representatives on the dates reflected below to be effective as of the Effective Date.

Date _____	Date _____
Company _____	Company _____
By (printed name) _____	By (printed name) _____
Signature _____	Signature _____
Title _____	Title _____