



Fish Stewarding Group

MESSAGING, STRATEGY, FINANCE & DEVELOPMENT

Fish Stewarding Group Mutual Non-Disclosure Agreement.

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This Mutual Non-Disclosure Agreement (this "Agreement") is dated as of _____ ("Effective Date") and

is between _____ ("Disclosing Party")

and _____ ("Receiving Party").

In connection with a potential business relationship between the parties, the parties may exchange Confidential Information (as defined below), and desire to set forth how such Confidential Information is to be used and protected by each party and its employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "Representatives"). The party disclosing Confidential Information pursuant to this Agreement is referred to as the "Disclosing Party" and the party receiving Confidential Information pursuant to this Agreement is referred to as the "Receiving Party".

The parties agree as follows:

1. Confidential Information.

"Confidential Information" means all non-public, confidential or proprietary information disclosed on or after the Effective Date, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, including, without limitation:

- a. All information relating to trade secrets, research, development, records, data, designs, concepts, prices, customers, suppliers, financial statements, business plans, personnel, memoranda, notes, legal documents, all of the above whether revealed by the Receiving Party to the Disclosing Party intentionally or not; and
- b. All notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, legal documents, summaries, interpretations and other materials prepared by or for the Receiving Party or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.





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2. Protection of Confidential Information.

a. The Receiving Party shall:

- i. Not use the Disclosing Party's Confidential Information (or permit it to be accessed or used) for any purpose other than those connected with the business relationship of the parties;
- ii. Protect and safeguard the confidentiality of the Disclosing Party's Confidential Information and in no case less than commercially reasonable care;
- iii. Not disclose any of the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's Representatives who:
 1. Need to know the Confidential Information to assist the Receiving Party, or act on its behalf, in connection with the business relationship of the parties or the performance of its obligations under this Agreement;
 2. Are informed by the Receiving Party of the confidential nature of the Confidential Information; and
 3. Are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than those contained in this Agreement;
- iv. Be responsible for any breach of this Agreement by any of its Representatives.

b. Notwithstanding any of the foregoing, the obligations of confidentiality set forth in this Agreement do not extend to any portion of the Confidential Information that:

- i. Is or becomes publicly known through no wrongful act of the Receiving Party or any of its Representatives;
- ii. Is, at the time of disclosure under this Agreement, already known to the Receiving Party without restriction on disclosure as evidenced by the Receiving Party's files or is developed by the Receiving Party independently and without use of the Confidential Information; or





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iii. Is disclosed by the Receiving Party to satisfy any legal demand by a competent court of law or any governmental body, provided that the Receiving Party first give the Disclosing Party reasonable aid in seeking a protective order or other legal remedy to maintain the Confidential Information in confidence.

3. No Additional Rights.

Nothing in this Agreement is to be construed as granting to the Receiving Party any rights, by license or otherwise, in or to the Disclosing Party's Confidential Information (including, without limitation, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right), except to use the information as expressly set forth in this Agreement. In addition, this Agreement does not:

- a. Obligate either party to purchase any goods or services, to offer for sale any goods or services, to negotiate, or to enter into any contact or relationship of any kind;
- b. Constitute or imply the formation of a partnership, joint venture or agency relationship of any kind between the parties; or
- c. Constitute the creation of a non-competition restriction or customer or client non-solicitation restriction precluding either party from entering into agreements with third parties; provided, however, that the Receiving Party, shall not use the Disclosing Party's client or customer information to identify sales leads or solicit business from such customers or clients.

4. Term.

Either party may decide to discontinue the disclosure of its Confidential Information under this Agreement at will, with or without cause, by giving written notice to the other party, which will become immediately effective. Notwithstanding any such termination, the Receiving Party's obligations under this Agreement continue in full force and effect for a period of two (2) years commencing on the Effective Date.

5. Return of Materials.

Upon termination or request of the Disclosing Party, or upon the Receiving Party's determination that it no longer has a need for such confidential Information, the Receiving Party shall:

- a. Return and or destroy to the Disclosing Party all of the Disclosing Party's Confidential Information that was disclosed in any tangible form and all tangible copies





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thereof (on whatever media such information may be stored), while retaining a copy of such; and

b. Delete/destroy all of the Disclosing Party's Confidential Information stored in any electronic form or otherwise not readily capable of physical delivery to the Disclosing Party (such as files on a computer hard drive).

6. Jurisdiction.

This Agreement is to be governed in all respects by and construed in accordance with the laws of the United States of America and the state of Texas. The parties agree that the courts of Taylor County have exclusive jurisdiction over any dispute arising from this Agreement and venue is proper in Taylor County, Texas.

7. Disputes.

EACH PARTY AGREES THAT ANY PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE HANDLED FIRST THROUGH MEDIATION.

8. Breach.

The parties acknowledge that any actual or threatened violation of this Agreement by the Receiving Party may cause immediate and irreparable harm to the Disclosing Party for which monetary damages would be inadequate compensation. Accordingly, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party will be entitled to obtain injunctive relief against any actual or threatened violation of this Agreement by the Receiving Party, without the necessity of proving actual damages or posting a bond.

9. Miscellaneous.

a. This agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

b. In construing the terms of this Agreement, no presumption is to operate in either party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

c. If any provision of this Agreement is found to be invalid or unenforceable, that part will be amended so as to best accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law and the remaining provision will remain in full force and effect. A waiver by a party of any of the covenants to be performed by the other party of any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any covenant herein.





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d. This Agreement constitutes the entire agreement between the parties regarding the Confidential Information disclosed hereunder and supersedes all oral or written agreements, either entered prior to or contemporaneously with this Agreement, concerning the Confidential Information.

e. This Agreement may not be modified except by a written agreement dated | subsequent to the Effective Date that is signed by both parties and that refers to the specific section or sections of this Agreement that is/are being modified.

f. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to constitute one and the same agreement. An executed counterpart may be delivered by email, but no signatory hereto will be bound until each party has duly executed or caused to be duly executed a counterpart.

The parties are, by their authorized representatives, executing this agreement as of the Effective Date.

DISCLOSING PARTY

Fish Stewarding Group Representative

By: _____
[Signature] [Printed Name] [Date]

RECEIVING PARTY

By: _____
[Signature] [Printed Name] [Date]

