



Mutual Non-Disclosure Agreement (NDA)

1. Global Workholding, LLC and _____ are the parties to this agreement. They expect to disclose confidential information to each other for the purpose of evaluating a potential business relationship.
2. The parties are only allowed to use the confidential information for the above purpose.
3. Confidential information is information that either party has developed or obtained and has taken reasonable steps to protect from unauthorized use or disclosure. Confidential information is NOT information that (a) the recipient of the confidential information already knew through proper means; (b) is publicly available through no fault of the recipient; (c) the recipient rightfully receives from a third party with no confidentiality duty; or (d) the recipient develops independently.
4. Both parties must use a reasonable degree of care to protect any confidential information they receive from each other. They must protect this information from unauthorized use or disclosure. They are not allowed to share this information with anyone except their employees, agents, directors or third party contractors who need to know it for the purpose of this agreement and who have agreed in writing to keep the information confidential and only use it for that same purpose.
5. If compelled by law or court order, either party may disclose the confidential information if it provides reasonable prior notice to the other, unless a court forbids such notice.
6. This agreement applies to confidential information either party discloses to the other within 1 year of this agreement's signing. After that, for an additional 1 year, each party must continue to protect, from unauthorized use or disclosure, confidential information that was disclosed during the first year. However, the parties' obligation to protect trade secrets is perpetual.
7. The parties are under no obligation to do business together. Neither party becomes a customer, contractor, partner or agent of the other because of this agreement. Neither party acquires any intellectual property right or license under this agreement.
8. This agreement is between the two parties named above. Neither party may delegate, transfer or assign this agreement to a third party without the written consent of the other.
9. Failure to enforce any provision within this agreement does not waive that provision.
10. This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.



11. The laws of the state of Illinois govern this agreement and any disputes arising from it will be handled exclusively in courts in Illinois. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

12. Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.

Signature

Chuck Miller
CEO & Director of Engineering
Global Workholding, LLC

Signature

Printed Name

Company Name

____ / ____ / 2015
Today's Date

Note: Please sign, date and return to Global Workholding, LLC via email (info@globalworkholding.com) or FAX (877-841-7274).