

Mutual Non-Disclosure Agreement

Fantasy of the Lakes, a legal Minnesota Non-for-profit 317-A Organization. Hereafter ('the Organization').

This Agreement, dated _____, governs the disclosure of information by and between (Business Name) _____ and the Organization, for the purpose of pursuing a business relationship.

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either party to the other that is marked or otherwise identified at the time of disclosure as confidential or proprietary, whether in graphic, electronic, written or oral form, and including but not limited to any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, business plans, proprietary information, personally-identifiable information, sales and merchandising, marketing plans of or related to the disclosing Party and information the disclosing Party provides regarding or belonging to third parties. For oral disclosures to constitute "Confidential Information," such disclosures must be identified at the time as confidential or proprietary and the disclosing Party must provide a written summary of the Confidential Information within thirty (30) days following initial disclosure.

2. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third-party Confidential Information of the party disclosing the Confidential Information (the "Disclosing Party"), except as approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than the Purpose. Notwithstanding any of the foregoing, the party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Section 2 regarding a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the foregoing, (Business Name) _____ may disclose Company Confidential Information to any of (Business Name's) _____ subsidiaries or affiliates, and the employees or authorized representatives of (Business Name's) _____ subsidiaries or affiliates. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that such information: (a) was in the public domain at the time it was communicated to the Recipient by the Disclosing Party through no breach of an obligation of confidentiality to the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient or other breach of an obligation of confidentiality to the Disclosing Party; (c) was in the

Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; or (d) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party.

4. All Confidential Information is provided "AS IS," without any warranty of any kind. The parties recognize and agree that except as expressly set forth in Section 5 below, nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information of the other party absent separate written agreement.

5. Confidential Information shall not be reproduced in any form except as required to accomplish the purpose of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.

6. This Agreement shall expire three years after the Effective Date or may be terminated by either party at any time upon thirty (30) days written notice to the other party; provided, however, the Recipient's obligations under this Agreement shall survive termination of the Agreement for a period of five (5) years and shall be binding upon the Recipient's heirs, successors and assigns. Upon termination or expiration of the Agreement, or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

7. This Agreement shall be governed by and construed in accordance with the laws of Minnesota without reference to conflict of laws principles. This Agreement sets forth the complete, exclusive, and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter. This Agreement may not be amended except by a writing signed by both parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Company agrees that upon (Business Name's) _____ request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Minnesota, and Company hereby agrees to consent to the personal jurisdiction of such courts. Company will not assign or transfer any rights or obligations under this Agreement without the prior written consent of (Business Name's) _____. Any such assignment without prior consent shall be null and void. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile

transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

- Does not need to be notarized.

In Witness Whereof, the parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Fantasy of the Lakes Festival

_____ *Sign Here*

By:
Title:
Date:

(Business Name's) _____

_____ *Sign Here*

By:
Title:
Date:

- You may use Fantasy of the Lakes, event date _____ and location _____ for promotional use.