



Helping the world see clearly, one person at a time.

Allan@Dyop.org 678-893-0580 www.DyopVision.com
5035 Morton Ferry Circle, Alpharetta, GA 30022

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT, effective as of 23 July 2016 is made by and between Dyop Vision Associates, LLC (“DVA”), having an address at 5030 Morton Ferry Circle, Alpharetta, GA 30022, and _____, having an address at _____ (“the parties”).

The parties wish to discuss a business possibility of mutual interest relating to Dyop® Vision Tests. This Agreement shall govern the conditions of disclosure between the parties identified above of certain confidential information relating to such discussions, including without limitation their respective professional and personal Business, entertainment technologies, programs, business plans, equipment, systems, designs, formats, specifications, and the like (collectively the “Confidential Information”). Confidential Information can consist of information that is either oral or written or both, and may include, without limitation, any of the following: schematics, circuit descriptions, mathematical representations of circuits; blueprints; technical specifications; know-how; acoustical response characteristics; audio and video performance specifications; engineering data; components; component connectors; construction materials; marketing plans; trade secrets; research; development; and inventions.

1. With regard to Confidential Information, the parties hereby agree:
 - A. Not to use the Confidential Information except for the sole purpose of evaluating the possibility of a business relationship between the parties;
 - B. To use best efforts to safeguard the Confidential Information against disclosure to any unauthorized third party with the same degree of care as they exercise with their own data of similar nature, but in no event less than a reasonable amount of care; and
 - C. Not to disclose Confidential Information to anyone other than employees, agents or consultants with a need to have access to the Confidential Information and who are bound to the parties by obligations of confidentiality no less restrictive than the obligations herein, without express written permission of the party disclosing the Confidential Information, except that the parties shall not be prevented from using or disclosing any of the Confidential Information: (i) which is already known to the receiving party at the time it is obtained from the disclosing party; (ii) which is now, or becomes in the future, public knowledge other than through wrongful acts or omissions of the party receiving the Confidential Information; (iii) which is lawfully obtained by the party from sources independent of the party disclosing the Confidential Information provided that such source is not under obligation to maintain the confidentiality of such information; (iv) which is independently developed by the receiving party without any use of the Confidential Information; or (v) is the minimum amount required to be publicly disclosed in order to comply with a valid order of a court of competent jurisdiction, provided the receiving party gives the disclosing party reasonable notice of such required disclosure, cooperates in any attempts by the disclosing party to legally prevent or limit such disclosure, and complies with the terms of any applicable protective order.
2. The furnishing of Confidential Information shall not constitute any grant or license between the parties under any legal rights now or hereinafter held by the parties.
3. Either party’s waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance with every term and condition hereof.
4. Neither party shall acquire the right to use, and shall not use, the names, characters, artwork, designs, tradenames, copyrighted materials, trademarks, logos or service marks of the other party, or its respective employees, directors, shareholders, assigns, successors or licensees: (a) in any advertising or promotion; (b) to express or to imply any endorsement of any products and/or services; or (c) in any manner other than in express accordance with this Agreement.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia without regard to conflicts of laws provisions. The parties hereby consent to the personal and exclusive jurisdiction and venue of the federal and state courts in and for **Atlanta, Georgia**, and any action or suit under this agreement shall only be brought by the parties in such courts. The parties shall not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit.
6. This Agreement constitutes the complete agreement among the parties hereto and supersedes any and all prior communications and agreements between the parties with respect to the subject matter hereof. No modifications of this Agreement shall be effective unless in writing and signed by both parties.
7. Either party may terminate this Agreement upon ten (10) days notice to other party; provided, however, that the confidentiality and non-use obligations under the terms of this Agreement shall remain in effect for five (5) years from the date of disclosure. The receiving party shall promptly destroy or return to the disclosing party all copies of the disclosing party's Confidential Information in tangible form after the business discussions have been terminated or at any time upon the disclosing party's request.
8. This Agreement may be executed in facsimile counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument.
9. Export. Each party shall comply with all applicable export and import laws and regulations, including the U.S. Export Administration Regulations. Either Parties products, materials and information may be subject to U.S. export laws and regulations, including the U.S. Export Administration Regulations.
10. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns.
11. Each party agrees that any violation or threatened violation of this Agreement will cause irreparable harm to the other party, and that the other party shall be entitled to obtain injunctive relief in addition to all legal remedies.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this agreement.

Allan Hytowitz, _____
 Dyop Vision Associates, LLC, _____
 5030 Morton Ferry Circle, _____
 Alpharetta, GA 30022

By: Allan Hytowitz
 Print Name: Allan Hytowitz
 Title: Director
 Date: _____

By: _____
 Print Name: _____
 Title: _____
 Date: _____