

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement ("Agreement") is made and entered into as of _____, 2007, by and between Cady Investment Company and _____.

In order to pursue a business transaction (the "Business Purpose"), Cady Investment Company and _____ recognize that each proposes to disclose to the other certain of its confidential information to be used only for the Business Purpose, and recognize a need to protect each other's confidential information from unauthorized use and disclosure.

In consideration of the mutual promises, understandings, and agreements described herein and other good and valuable consideration, each party agrees as follows:

1. **Confidential information.** As used in this Agreement, "Confidential Information" means any and all information (in any medium, including but not limited to written documents and electronic files) provided by one party (the "Disclosing Party") to the other party (the "Receiving Party") including but not limited to, unpublished financial data, marketing and sales data, product development information, source code, technology, business strategy, marketing plans, customer lists, employee lists, equipment programs, contracts, licensing agreements, process. Formulas, trade secrets, inventions, discoveries, improvements, data, know-how, formats, forecasts, and supplier and vendor identities, characteristics and agreements and any other information provided by the Disclosing Party to the Receiving Party (collectively, "the Parties"). Each party may also have access to confidential information of any persons or entities for which the other party performs services, sells products or from whom the other party obtains information ("Customers"). Confidential Information includes information disclosed by, or relating to, the Disclosing Party's Customers.
2. **Exclusions.** Confidential Information does not, however, include information that the Receiving Party can demonstrate:
 - a. is now, or hereafter becomes available through no act or failure to act on the part of the Receiving Party, generally know or available to the public;
 - b. was known by the Receiving Party before receiving such information from the Disclosing Party;
 - c. is hereafter rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party; or

d. is independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information.

3. **Obligations.** Each party agrees:

- a. to hold the other party's Confidential Information in strict confidence;
- b. not to disclose such Confidential Information to any third party except as specifically authorized herein or as specifically authorized by the other in writing.
- c. to use all reasonable precautions, consistent with such party's treatment of its own Confidential Information belonging to the other party for any purpose other than the Business Purpose.

4. **Permitted Disclosures.** Either party may disclose the other party's Confidential Information to its responsible employees and professional advisors with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such employees and professional advisors are advised of the confidential nature of such Confidential Information and the terms of the Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

5. **Required Disclosures.** The Receiving Party may disclose the Disclosing Party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving Party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. **Return of Confidential Information.** Upon the Disclosing Party's request, the Receiving Party will promptly return to the Disclosing Party all copies of the Confidential Information, will destroy all notes, abstracts and other documents that contain Confidential Information, and will provide to the Disclosing Party a written certification of an officer of the Receiving Party that it has done so.

7. **No implied Licenses.** Nothing in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to any of the Disclosing Party's Confidential Information, except as may be specifically stated in this Agreement.

8. Injunctive Relieve. Each party acknowledges that the unauthorized use of disclosure of the other party's Confidential Information would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

9. Miscellaneous. The obligations of each party hereunder to maintain the confidentiality of the other party's Confidential Information are perpetual and shall not expire. This Agreement will be construed, interpreted and applied in accordance with the laws of the state of Minnesota (excluding its body of law controlling conflicts of law). This Agreement sets forth the complete and exclusive agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement is not, however, intended to limit any rights the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this Agreement.

By: _____
Name: _____
Title: _____

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Name: _____
Title: _____

By: _____
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By: _____
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