

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the “Agreement”), dated as of _____ is made between _____ (“Client”) and Asahi Technologies LLC (“Company”).

WHEREAS, Client and Company may engage in one or more business transactions (each a “Transaction”); and

WHEREAS, in connection with any such Transaction, the parties may disclose to each other certain information that is non-public, confidential or proprietary in nature; and

WHEREAS, as a condition to engaging in any such Transaction, each party hereto agrees to treat all such information as confidential in accordance with the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. As used herein, “Confidential Information” shall mean all information relating to the business and operations of a party hereto (the “Provider”), including, but not limited to, studies, reports, memoranda, ideas, concepts, research, know-how, business plans, sales techniques, accounting procedures, financial statements and data, budgets, projections, patents, trademarks, trade names, service marks, intellectual property, operating systems, Company and supplier information, advertising, computer software, hardware codes and other technology, in each case whether in tangible or intangible form.
2. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) is already known to the party receiving such information (the “Recipient”) at the time it is received or (ii) was or becomes generally available to the public other than as a result of disclosure by Recipient or any of its directors, officers, employees, agents or advisors (collectively, the “Representatives”).
3. The Recipient shall only use the Confidential Information in connection with its analysis of the Transaction. The Recipient shall not disclose any Confidential Information to any person or entity other than its Representatives who need to know such information in connection with the Transaction and who have been notified in writing of the Recipient’s obligations under this Agreement. The Recipient shall be responsible for any breach or violation of the terms of this Agreement by its Representatives.
4. The Recipient and its Representatives shall not disclose to any person or entity either (i) the fact that discussions or negotiations are taking place concerning a proposed Transaction, or (ii) any terms, conditions or other facts relating to a Transaction, including the status thereof. In the event a proposed Transaction is not consummated for any reason, neither the Recipient nor its Representatives shall use any of the Confidential Information for any purpose.
5. Immediately upon the request of the Provider, the Recipient and its Representatives shall return all Confidential Information to the Provide, except one copy which may be retained for audit purposes only.
6. The Recipient acknowledges and agrees that the Provider’s remedy at law for any breach or violation of this Agreement by the Recipient or its Representatives shall be inadequate and that, in the event of any such breach or violation, the Provider shall be entitled to equitable relief, including injunctive relief or specific performance.
7. Non-Solicitation of Asahi Technologies LLC Employees: Provider agrees not to solicit, employ or offer to employ, or form a company employing, or form a company in partnership with any employees of Recipient for a period of two years from the date of termination of its relationship with Recipient. Hired Party also agrees not to provide names of Recipient employees to any recruiting agency or consulting firm.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties hereto expressly agree that any and all actions concerning any dispute arising under this Agreement shall be filed and maintained only in a state or federal court sitting in the State of New York, and each party hereby consents and submits to the jurisdiction of such state or federal court.
9. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein. This Agreement may not be amended or modified without the written consent of both parties hereto. No consent or waiver, express or implied, by any party to this Agreement, with respect to any breach or violation by the other party hereto, shall be deemed or construed to be a consent or waiver with respect to any other breach or violation by such party of the same provision or any other provision of this Agreement. Failure of a party to act on a breach or violation by the other party hereto shall not constitute (or be deemed to constitute) a waiver of any rights of the party failing to act. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and, in such event, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Agreement may be executed in one or more counterparts, all of which shall be considered the same Agreement. Execution and delivery of this Agreement by facsimile transmission shall constitute execution and delivery of this Agreement for all purposes, with the same force and effect as execution and delivery of an originally manually signed copy hereof.
11. The obligation of the Recipient under this Agreement shall remain in effect until such time as the Confidential Information disclosed hereunder becomes publicly known or three years after the last disclosure is made under this Agreement, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

By: _____
Name: _____
Title: _____

Asahi Technologies LLC
By:
Name:
Title: