

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (“MNDA”) is by and between the Regional Income Tax Agency (“RITA”) and (“ ”) (collectively the “Parties”) and is effective as of the date of the last signature below. The Parties have, or are exploring the possibility of, a business relationship that may involve the disclosure of Confidential Information (as subsequently defined herein). In cases when the Parties are exploring a future business relationship, entering into this MNDA is not a commitment to entering into a contractual relationship. A party disclosing Confidential Information to the other shall be referenced as a “Disclosing Party,” and the party receiving such Confidential Information shall be referenced as “Recipient.”

Each party acknowledges that it may not disclose any Confidential Information that it and its officers, directors, employees, partners, members, managers, agents, advisors, contractors, affiliates or consultants (collectively “Representatives”), may obtain, receive or access as a result of transactions and/or dealings with the other party, except to the extent permitted hereby. Confidential information shall include all information, whether in writing or other means and whether or not marked identifying it as confidential, that the Disclosing Party furnishes or provides either directly or indirectly, to the Receiving Party, including, but not limited to: (i) business, financial and technical information of any kind, including business organization, financial condition, business forecasts, reports, forecasts, prices, cost, vendor, customer information and consumer data and information; (ii) plans, research, software, inventions and invention disclosures, formulae and equipment; (iii) employee and personnel data; (iv) systems design, systems planning, technical data, research and development efforts, unannounced products, designs, methods, techniques, trade secrets, processes, know-how and internal business practices learned through the performance of this MNDA, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing; and (v) third party information of any type, including confidential taxpayer information as defined by local, state and federal law (collectively, “Confidential Information”).

Recipient understand and agrees that it and its Representatives shall not disclose the Confidential Information of Disclosing Party to any third party without the prior, written consent of Disclosing Party.

Recipient shall keep confidential all documents, records, notebooks, correspondence and the like, referencing Confidential Information and such documents, records, notebooks, correspondence and the like shall be kept separate and segregated from other work product. All right, title and interest in Confidential Information belongs to Disclosing Party, and all forms of Confidential Information, including copies thereof, whether created or prepared by either party or by another, shall be delivered to Disclosing Party.

Each party agrees to take all precautions and any action necessary to prevent confidential taxpayer information from being acquired, accessed, used, duplicated, transmitted, stored or disclosed by it or its Representatives for any purpose other than as authorized by law. In no event shall a party disclose for any unauthorized purpose confidential taxpayer information. Each party acknowledges that it may be subject to criminal and financial sanctions by doing so.

Recipient shall promptly notify Disclosing Party upon discovery of any unauthorized access, use or disclosure of Confidential Information, or any other breach of this MNDA, by it or any of its Representatives, and will cooperate with Disclosing Party to help regain possession of the Confidential Information and prevent its unauthorized access, use or further disclosure. The

Parties agree that breach of this MNDA may cause irreparable harm for which monetary damages are an insufficient remedy. As such, Recipient shall be responsible for any breach of this MNDA by it or its Representatives and Disclosing Party is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

Notwithstanding the foregoing, in the event that Recipient or any of its Representatives is requested or required by applicable law, order, regulation, subpoena or other legal process or by a governmental or regulatory agency or authority to disclose any Confidential Information (the "Request or Demand"), Recipient shall provide Disclosing Party with prompt written notice (email being sufficient), unless notice is prohibited by the Request or Demand, so that Disclosing Party may seek a protective order or other appropriate remedy at its sole expense.

Neither party may assign or transfer this MNDA or any of its rights, powers, or privileges hereunder or delegate any of its obligations hereunder without the prior written consent of the other party. No permitted assignment will relieve the assigning party of its obligations hereunder with respect to the other party's Confidential Information received by it prior to such assignment. Any assignment in violation of this MNDA will be void. Subject to the foregoing, this MNDA will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assigns.

This MNDA shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its conflicts of laws principles or rules. This MNDA may be executed in one or more counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same agreement. Facsimile, portable document format (a/k/a ".pdf") and any other electronic signature on any counterpart hereof shall be deemed to be a true and legally binding signature with the same force and effect as an original.

Regional Income Tax Agency

By: _____

Printed Name: Amy L. Arrighi

Title: Executive Director

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____