

## Mutual Non-Disclosure Agreement

MSI and Field Representatives

THIS AGREEMENT (the "Agreement") governs the disclosure of information by and between MSI, and you as an Independent Field Representative, as of \_\_\_\_\_ (the "Effective Date").

### Recitals

*Both MSI and the Field Representative acknowledge and agree that they are parties to this Agreement. Each of the parties wishes to protect against unrestricted disclosure or damaging use of confidential and proprietary information. Each party may be referred to as the "Discloser" or the "Recipient" as applicable.*

NOW, THEREFORE, the parties agree as follows:

1. **Definitions:** As used in this Agreement. "Confidential Information" means all documents, materials, data and/or information, in whatever form, that relates to the provision of goods and services by Recipient to or on behalf of Discloser. Regardless of the relationship all information shall be kept confidential. The information shall remain confidential even after the working relationship between the two parties is terminated.
2. **Use:** Each party agrees not to disclose to any third party Confidential Information except when approved in writing by the other party to this Agreement. Each party may use the Confidential Information of the other party only for purposes of performing services agreed upon between MSI and the Field Representative. Neither party will, at any time, use for its own benefit or for the benefit of any third party, any of the Confidential Information.
3. **Disclosure Under Legal Process:** If either party becomes compelled by law to divulge any Confidential Information of the other party, the party receiving the order to divulge will notify the other party immediately in writing.
4. **Disclosure to Agents:** "Agents" means each of the party's advisors, directors, officers, employees, contractors, attorneys, auditors, affiliated entities, or other agents. If either party chooses to disclose the Confidential Information to their respective agents, these agents are obligated to confidentiality by the terms of this agreement. Each party shall be responsible for their Agents' compliance with the terms and conditions of this Agreement.
5. **Unauthorized Disclosure:** Each party must immediately notify the other in writing upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
6. **Rights:** Both parties recognize and agree that any Confidential Information obtained can not be used in other jobs or business practices. All information obtained is limited to MSI business practices and services.
7. **Customer Information:** Representative agrees to use Customer Information only and strictly as required for the performance of MSI's obligations under this Agreement. Representative will not duplicate or incorporate the Customer Information into its own records or databases and will only provide Customer Information within its own business on a "need to know" basis.
8. **Term:** The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors, friends, acquaintances, partners, and assigns. Upon termination or expiration of this Agreement, each party will immediately cease using the other party's Confidential Information.

9. Miscellaneous:

- (a) This Agreement constitutes the entire agreement between the parties. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
- (b) 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. In such an event, the provision shall be changed and interpreted so the provision falls within the limits of applicable law.

10. Information Security: Both MSI and the Field Representative are responsible for maintaining all safety and security precautions in connection with the Confidential Information provided in this Agreement. Such precautions include but are not limited to; shredding documents, encrypting files, locking of files, securing of computers, etc.

This Mutual Non-Disclosure Agreement constitutes the full understanding between MSI and the Field Representative regarding confidential information.

MSI

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 6032 Innovation Way  
Fort Worth, TX 76244

Field Representative

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_