

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made this ____ day of _____, 2008 between The Growth Group, a California Partnership with offices at 652 Cuesta Drive, Mountain View, CA 94040 (“The Growth Group”) and _____, a _____ with offices at _____ (“The Company”)

The parties agree as follows:

1. The term "Confidential Information" shall mean all proprietary information whether written or oral, which is identified as confidential or proprietary at the time of disclosure and which is disclosed by either party to the other in connection with a discussion of a business relationship between The Growth Group and the Company. Proprietary information may include, but is not limited to, financial data, sales and marketing, products, manufacturing, management or other data and information integral to the disclosing party's operations, sales and business success.
2. Each party recognizes the proprietary rights in and to the Confidential Information of the other party and agrees to take every reasonable precaution to safeguard and treat such information as confidential. At all times, the Confidential Information shall be handled by the recipient of such information with the same standard of care as the recipient normally exercises for its own information of like character.
3. Each party agrees that it will not make use of, either directly or indirectly, any of the Confidential Information, other than for the purpose for which it has been disclosed, except with the specific prior written authorization of the other party.
4. Each party agrees not to disclose, publish or otherwise reveal any of the Confidential Information to any other party, except with the specific prior written authorization of the other party.
5. The above restriction will not apply to any information which (a) is rightfully known to or in the rightful possession of the receiving party as of the date of its disclosure, (b) is now or hereafter available to the public, generally distributed or made available to others, or (c) lawfully becomes known or available from third parties who are not, to the recipient's knowledge, under a similar obligation directly or indirectly regarding disclosure of the Confidential Information.
6. All Confidential Information provided in tangible form and any copies shall be returned on request to the disclosing party. This agreement and the obligations of the parties hereunder shall survive such return of documents and shall continue for a period of two (2) years from the date of this Agreement.

7. Each party agrees that its breach of the promises set forth herein could cause irreparable damage and that in the event of such breach the affected party shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the aforementioned promises. Each party further agrees that in any action resulting from an alleged breach of this Agreement, the prevailing party in any litigation may recover, in addition to its damages, its reasonable out-of-pocket costs incurred in connection with such legal action, including attorney's fees.

FOR THE GROWTH GROUP

FOR THE COMPANY

NAME: _____

NAME: _____

SIGNED: _____

SIGNED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PLEASE FAX BACK TO: THE GROWTH GROUP AT 650 968 1143