

**MENTOR CONFIDENTIAL DISCLOSURE AGREEMENT**

This agreement is entered into as of the last date of the signatures below (“Effective Date”), by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_, (“**MENTEE**”) and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (“**MENTOR**”).

WHEREAS, **MENTEE** and **MENTOR** have agreed to participate voluntarily in the IFAI Expo Mentor Meetings Program coordinated by the Industrial Fabrics Association International (IFAI) during the 2017 IFAI Expo in New Orleans, LA; and

WHEREAS, the parties may wish to disclose Confidential Information to one another in order to facilitate a productive discussion, and both parties are willing to agree to keep such information confidential.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MENTEE** and **MENTOR** agree on behalf of themselves, and their employees and agents if this agreement is made between non-individuals, to hold any and all Confidential Information received from one another in confidence and not to disclose it to anyone without prior permission of the disclosing party. The parties further agree that such Confidential Information will be used solely for the purpose of providing and receiving advice as part of the Mentor Meetings Program. The receiving party further will not disclose, use, practice, sell, or exploit any portion or all of the Confidential Information except by written permission from the disclosing party, which shall be separate from this agreement. Confidential Information shall not apply to any information that is:

- a) known to the receiving party before being obtained or derived from the disclosing party; or
- b) available to the public without the receiving party’s fault at any time before or after it is obtained from the disclosing party.

Obligations of confidentiality set forth in this agreement shall terminate **three (3)** years following the effective date of this agreement.

2. **MENTEE** expressly releases **MENTOR** from any liability resulting from any advice or comments provided by **MENTOR**. Any commitment or relationships **MENTOR** and **MENTEE** may wish to enter in the future will be the subject of separate agreements. All documents, drawings, sketches and designs, if any, furnished by **MENTEE** shall remain the property of **MENTEE** and shall be returned to **MENTEE** at the end of the meeting.

3. **MENTEE** and **MENTOR** acknowledge that IFAI, its agents, and employees, are not a party to this agreement and are not liable under any provisions herein. **MENTEE** and **MENTOR** expressly indemnify and hold harmless IFAI from any and all claims arising out of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement on the day and year as shown below, and represent and warrant that they have the requisite authority to enter into this agreement.

\_\_\_\_\_  
**MENTEE**  
By: \_\_\_\_\_

\_\_\_\_\_  
**MENTOR**  
By: \_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**