

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
CONSENSUAL SEXUAL ACTIVITIES

Print legibly in ink

READ CAREFULLY. By signing this Agreement, you may be waiving or giving up important personal rights.

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is made and entered into as of _____, 20____, by and between _____, (hereinafter referred to as "Party A"), and _____, (hereinafter referred to as "Party B").

The parties to this agreement have entered into consensual sexual activities with each other.

The parties agree to enter into this agreement with respect to the disclosure of certain personal information and with respect to the confidentiality of such information.

In consideration of the non-disclosure of certain personal information, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definition of Confidential Information. (a) "Confidential Information" means any information, whether intended to be kept confidential or not, in any form, including but not limited to, written communications, text messages, email, photographs, audio or video recordings, transcribed communications, data, and any other form of embodying information.

(b) Confidential Information includes any information that is obtained by the parties from each other and is subject to reasonable efforts to maintain its confidentiality, including but not limited to, all information relating to a disclosing party's confidential information which, if disclosed, could be detrimental to the interests of the disclosing party, whether or not such information is otherwise confidential information.

(c) This agreement shall apply to all written communications, interactions, meetings, and transactions in the relationship between the parties, including discussions of their relationship, the fact that they occurred, and the identities of the participants, whether truthful or fictionalized;

(d) The business matter, financial matter, legal matter, contract, personal matters, private matters, private addresses, private telephone numbers and all other confidential information, including but not limited to, sexual activities, intimate activities, intimate photographs, and intimate recordings.

(e) This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is negotiated, and its terms are agreed to, by the parties.

2. Confidentiality. (a) The parties shall not disclose or release any Confidential Information to any third party, in any manner whatsoever, except as may be required by law.

(b) The parties shall take all reasonable steps to protect the Confidential Information at least as good as the measures he/she/it takes to protect his/her/its own Confidential Information.

3. Exceptions. The parties may disclose Confidential Information in accordance to their attorney's advice or in accordance with their professional services. The parties may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the disclosing party shall give the other party reasonable notice prior to such disclosure and reasonable opportunity to obtain a protective order or the equivalent. The parties will not volunteer to disclose any Confidential Information.

(b) The parties shall be bound by the terms of this agreement, and any information that is published or otherwise made known at the time of the discovery by any party before or after the date of this agreement; (i) "discovery" means other than the discovery of the party by a party prior to the date of this agreement.

4. Remedies. The parties understand and acknowledge that the disclosure of Confidential Information in violation of this agreement is an irreparable injury for which the remedy of monetary damages is insufficient to ascertain, and the parties agree that the disclosing party shall be entitled to the specific performance and/or the right to enforce any such further disclosure or release of such Confidential Information by the disclosing party and/or the arbitrator shall be appropriate. Such remedies of the disclosing party shall be available to the non-disclosing party. The parties shall be bound by the terms of this agreement, and any information that is published or otherwise made known at the time of the discovery by a party prior to the date of this agreement.

(b) Actual or threatened breach by either party shall constitute a material default. In the event of a breach, the non-breaching party shall be entitled to a precise amount of damages to be determined after the parties have attempted to resolve the breach. The non-breaching party shall be entitled to a precise amount of damages to be determined after the parties have attempted to resolve the breach. The non-breaching party shall be entitled to a precise amount of damages to be determined after the parties have attempted to resolve the breach.

(c) Actual or threatened breach by either party shall constitute a material default.

5. Governing Law. This Agreement shall be governed by the laws of the State of _____, without regards to conflicts of laws principles.

6. Attorneys' Fees. In any arbitration proceeding by which one party either seeks to interpret or enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection with the arbitration.

7. Arbitration of Disputes - Mandatory Binding Arbitration. The parties hereby agree to resolve all disputes arising out of or in connection with this Agreement through arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitration shall be held in _____, _____, and shall be conducted by a single arbitrator. The arbitrator shall have the authority to award damages, including interest and costs, and to grant injunctive relief. The arbitrator's award shall be final and binding on the parties, and shall be enforceable in any court of competent jurisdiction. The parties hereby waive their right to a trial by judge or jury in the event of a dispute arising out of or in connection with this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by both parties.

9. Independent Representations and Warranties. Each party represents and warrants that it is entering into this Agreement voluntarily and without duress, coercion, fraud, or undue influence. Each party represents and warrants that it has read and understands the terms and conditions of this Agreement. Each party represents and warrants that it is not under any legal disability or incapacity and is of legal age and of sound mind.

10. Miscellaneous. (a) None of the provisions of this Agreement shall be waived by a party's failure to enforce a provision, or by acquiescence or the part of the other party's Agreement. No waiver shall be construed as a permanent or exclusive waiver of any breach of the Agreement. All breaches of the Agreement shall be deemed to be independent breaches, and a waiver of any breach shall not constitute a waiver of any subsequent breach, whether or not of the same or a different nature.

(b) The headings hereof shall not be construed to restrict or limit the scope or effect of any provision hereof.

(c) The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

11. Term and Termination. The obligations of this Agreement shall continue until mutually terminated by a written agreement signed by both parties.

12. Severability. If any provision of this Agreement is held to be unenforceable in whole or in part, the remaining provisions shall not be affected thereby. If any provision shall be held invalid due to its invalidity, such provision shall be deemed to be severed and shall not affect the enforceability of any other provision permitted by law.

The parties hereby acknowledge and agree that they have entered into this Agreement freely and voluntarily, and have either consulted with legal counsel before entering into this Agreement or have the opportunity to do so and have decided not to do so.

Date: _____

By: _____
Print Name Signature

By: _____
Print Name Signature