REPORT

**NON-DISCLOSURE AGREEMENT**

**THIS** Non-Disclosure Agreement (this “Agreement” or this “Non-Disclosure Agreement”) is between {{the\_name\_of\_the\_disclosing\_party}}, having its principal place of business at {{the\_address\_of\_the\_disclosing\_party}} (the “Disclosing Party”), and {{the\_name\_of\_the\_receiving\_party}}, having its principal place of business at {{the\_address\_of\_the\_receiving\_party}} (the “Receiving Party”).

**WHEREAS**, through this Non-Disclosure Agreement, {{the\_name\_of\_the\_disclosing\_party}} and {{the\_name\_of\_the\_receiving\_party}} have entered into a relationship by which {{the\_name\_of\_the\_receiving\_party}} may be exposed to certain confidential information of {{the\_name\_of\_the\_disclosing\_party}}, in which it has an interest in protecting.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, {{the\_name\_of\_the\_disclosing\_party}} and {{the\_name\_of\_the\_receiving\_party}} (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

**1. DEFINITIONS**

For the purposes of this Non Disclosure Agreement, the following terms are defined:

1. “*Trade Secret*” means all information possessed by or developed for {{the\_name\_of\_the\_disclosing\_party}} to which all the following apply: (i) the information derives independent economic value from not being generally known and (ii) {{the\_name\_of\_the\_disclosing\_party}} takes reasonable precautions to prevent such information from being disclosed to the public.
2. “*Confidential Information*” means information, to the extent it is not a Trade Secret, which is possessed by {{the\_name\_of\_the\_disclosing\_party}} and which relates to {{the\_name\_of\_the\_disclosing\_party}}, including, without limitation, for example: business plans, strategies, existing or proposed bids, costs, technical developments, financial or business projections, investments, marketing plans, or training information, materials, and examples of confidential information.

**2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Except as required to further the relationship between {{the\_name\_of\_the\_disclosing\_party}} and {{the\_name\_of\_the\_receiving\_party}} or as expressly authorized in writing on behalf of {{the\_name\_of\_the\_disclosing\_party}}, {{the\_name\_of\_the\_receiving\_party}} shall not disclose, directly or indirectly, any Confidential Information during the period of his/her relationship with {{the\_name\_of\_the\_disclosing\_party}} or anytime after the termination of such relationship.

**3. TRADE SECRETS**

Throughout the duration of this Non Disclosure Agreement and {{the\_name\_of\_the\_receiving\_party}}‘s business relationship with {{the\_name\_of\_the\_disclosing\_party}} and anytime after the termination of such relationship, {{the\_name\_of\_the\_receiving\_party}} shall do what is reasonably necessary to prevent unauthorized disclosure of {{the\_name\_of\_the\_disclosing\_party}}‘s Trade Secrets. Further, after the termination of the any such relationship, {{the\_name\_of\_the\_receiving\_party}} shall not use or disclose {{the\_name\_of\_the\_disclosing\_party}}‘s Trade Secrets as long as they remain Trade Secrets.

**4. EXCEPTIONS**

The provisions of Sections 2 and 3 above will not be deemed to prohibit any disclosure that is required by law or court order, however {{the\_name\_of\_the\_receiving\_party}} agrees to provide {{the\_name\_of\_the\_disclosing\_party}} with reasonable prior notice and an opportunity to contest or minimize such disclosure.

**5. RETURN OF DOCUMENTS**

Immediately upon termination of the relationship between {{the\_name\_of\_the\_disclosing\_party}} and {{the\_name\_of\_the\_receiving\_party}}, {{the\_name\_of\_the\_receiving\_party}} shall return to {{the\_name\_of\_the\_disclosing\_party}} any documents pertaining to the Confidential Information or Trade Secrets which are in {{the\_name\_of\_the\_receiving\_party}}‘s possession.

**6. REPRESENTATIVE ACKNOWLEDGMENTS**

{{the\_name\_of\_the\_receiving\_party}} acknowledges that:

1. this Agreement has been specifically bargained between the parties and reviewed by {{the\_name\_of\_the\_receiving\_party}},
2. {{the\_name\_of\_the\_receiving\_party}} has had an opportunity to obtain legal counsel to review this Agreement, and
3. the covenants made by and duties imposed upon {{the\_name\_of\_the\_receiving\_party}} hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of {{the\_name\_of\_the\_disclosing\_party}},
4. such covenants and duties will not place an undue burden upon {{the\_name\_of\_the\_receiving\_party}}‘s livelihood in the event of termination of {{the\_name\_of\_the\_receiving\_party}}‘s business relationship with {{the\_name\_of\_the\_disclosing\_party}} and the strict enforcement of the covenants contained herein, and
5. any breach of this Agreement will cause substantial and irreparable harm to {{the\_name\_of\_the\_disclosing\_party}} for which money damages would be an inadequate remedy.

**7. VENUE**

This Non Disclosure Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of {{the\_governing\_law}}.

**IN WITNESS WHEREOF**, each of the Parties has executed this Non-Disclosure Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.