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Confidential Information

This is a binding Agreement not to disclose confidential or proprietary information (the "Agreement") effective this date by and between Member Applicant ("Member") and Talmar It Up, LLC of The Influence Circle events and communications as conducted, hosted and managed by Talmar It Up, LLC, a Virginia Limited Liability Corporation with its principal office at 12110 Sunset Hills Rd., Suite 600, Reston, VA 20190. (hereinafter referred to as "TIU,"). Member and TIU may each be referred to hereinafter singularly as "Party" or collectively as "Parties".

RECITALS

- A. Each party hereto owns and possesses certain valuable proprietary and confidential information relating to the concept, design, manufacture, delivery and marketing of its respective services and/or products and all related business operations, or other confidential information about its business or related activities (the "Business"). Each party's Business is a valuable asset of such party and their protection is essential to the continued success of both companies' operations.
- B. Each party hereto desires to disclose to the other certain information relating to the sharing of Member's operations, management, records, and/or financials in relation to consulting or advising in support of voluntary mentoring related functions. The party receiving the other's proprietary information shall only use the information to evaluate whether to enter into and complete the aforementioned matter and shall not use it for any other reason.
- C. Each party hereto desires to (i) maintain all rights in and complete control over its Business, (ii) preserve its confidentiality and (iii) prevent its unauthorized or unlawful disclosure or use.
- D. This Agreement not to Disclose Confidential Information shall cover Member Applicant and TIU. TIU agrees not to disclose signer's information without express written instruction from Member. Member agrees that in return for initial and continuing membership, Member will not disclose or use the information provided by TIU or any other member. In addition, Member may be expelled for breach of the NDA without affecting any other rights TIU or other Members may have, including legal action brought against the Member as a result of the breach.



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AGREEMENT

NOW, THEREFORE, in consideration of the mutual disclosure of Confidential Information (as defined below), and of the other undertakings giving rise to such disclosure, the parties hereby agree as follows:

1. "Confidential Information" as used in this Agreement shall mean Business as discussions any and all information not generally known relating to the business of either party or any third parties with whom they deal, or any material or information supplied by or on behalf of either party, that is disclosed to or known by the other by reason of its dealings with such party as contemplated by this Agreement. Confidential Information includes information about the parties and their subsidiaries and affiliates' products, processes and services including working models, samples, products research, development, inventions, manufacturing, purchasing, pricing, accounting, engineering, marketing, merchandising, selling, employment practices, customer lists, customer prospects, software programs, software codes, specifications, documents, business policies, practices and methodologies.
2. All Confidential Information disclosed to or known by either party in connection with its dealings with the other shall remain the property of the disclosing party and shall be maintained in confidence by the recipient and not disclosed by the recipient to any third party, nor otherwise used by the recipient for any purpose inconsistent with the intentions of the parties as stated herein, without the prior written consent of the disclosing party. The recipient shall limit disclosure of the Confidential Information of the disclosing party to those of its employees and agents who require access to such information in order to assist the recipient to determine whether or not it would be interested in further business dealings with the disclosing party. The recipient shall not use and shall not permit any others to use such information in violation of any laws, including securities laws and regulations, or in any other manner detrimental to the disclosing party, such as the development of any product or service for itself or any other person. The recipient shall ensure that its employees and agents understand and abide by the terms of this Agreement.
3. Upon the completion of the business dealings pursuant to which any item of Confidential Information is disclosed or upon the disclosing party's request, the



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recipient thereof shall promptly return (or destroy, if commingled with recipient's own Confidential Information) all tangible material relating in any manner to any Confidential Information, whether supplied by the disclosing party or created by the recipient.

4. The provisions stated in Sections 2 and 3 hereof shall not apply to Confidential Information which: (a) prior to the disclosure thereof by the disclosing party to the recipient, was in the recipient's possession or control or in the public domain; (b) subsequent to the date hereof, shall have been made available to the general public or the disclosing party's competitors by the disclosing party or others having a legal right to do so without obligation to the disclosing party, (c) was independently developed by the recipient without reference to or use of the Confidential Information; or (d) is released by the recipient into the public domain in response to lawful legal process, provided the other party is notified and given a reasonable opportunity to respond prior to release. The party claiming an exception or exemption to this Confidentiality Agreement must demonstrate by clear and convincing evidence, limited to documents that existed prior to the aggrieved party's disclosure of its proprietary information that the exception or exemption is applicable.

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5. Nothing in this Agreement shall be construed as conferring an express or implied license or an option of a license to the recipient of Confidential Information, whether under any patent, copyright, license right or trade secret owned or obtained by the disclosing party, relating to the Confidential Information or otherwise. Each party agrees that after the termination by either party of the business dealings between them, neither itself nor any affiliate, associated company or entity under its direction or control shall manufacture, use, sell or deal with in any manner the Confidential Information received from the other without the express written consent of such other, unless such information is legally available for use by the general public.
6. The parties agree that the breach of the provisions of this Agreement by a recipient of Confidential Information would cause irreparable damage to the disclosing party. The parties agree that because of the nature of the value of the proprietary data, actual damages will be difficult or impossible to determine. In the event of any breach of any of the covenants set forth in this Agreement, the disclosing party shall have the right to apply to any court of competent jurisdiction for the entry of an immediate order to restrain or enjoin the breach of said



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covenants by the recipient and otherwise specifically to enforce the provisions of this Agreement. The recipient hereby waives the claim or defense in any such action that the disclosing party has an adequate remedy at law or in damages, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law or in damages exists, all without affecting the disclosing party's right to also recover any damages it suffers.

7. This Agreement shall be binding on and for the benefit of the parties hereto, and their respective employees, assigns, representatives and successors in interest, but neither party hereto shall assign this Agreement without the prior written consent of the other party. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto. This Agreement shall remain in full force and effect pursuant to its terms and conditions notwithstanding the termination of the business dealings between the parties by either party.

8. This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to its rules relating to choice of law.