

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**"), dated as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), is entered into between Community Bridges, Inc., an Arizona non-profit corporation ("**Owner**"), and \_\_\_\_\_, an [state] [business type e.g. limited liability company, corporation, etc.] ("**Recipient**").

### RECITALS

- A. In connection with the evaluation or pursuit of certain mutually beneficial business opportunities (the "**Purpose**"), Owner may disclose valuable proprietary information to Recipient relating to its respective operations and businesses.
- B. The parties would like to protect the confidentiality of, establish their respective rights in and prevent the unauthorized use and disclosure of such information.

### AGREEMENT

NOW THEREFORE, based on the premises, mutual covenants, and terms and conditions herein, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists.

**A. "Confidential Information"** does not include information that Recipient can conclusively establish: (i) is or subsequently becomes generally available to the public without Recipient or Recipient's representatives' breach of any of the terms of this Agreement; (ii) became known to Recipient prior to Owner's disclosure of such information to Recipient from a third party without a duty of confidentiality to Owner; or (iii) is independently developed by the Recipient without use of or reliance on the Confidential Information.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by

the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration of Owner furnishing Recipient with the Confidential Information and as a condition precedent thereto, Recipient hereby agrees, for the benefit of Owner, as follows:

**A. No Disclosure.** Recipient will hold the Confidential Information in confidence and, except as expressly provided in this Agreement, will not disclose the Confidential Information to any person or entity without the prior written consent of the Owner. If any court or governmental authority requires Recipient to disclose any portion of the Confidential Information, Recipient shall, to the extent permitted by law, (a) provide Owner with prompt written notice of such requirement and (b) cooperate with Owner in a commercially reasonable manner in obtaining any protective order or other remedy sought by Owner with respect to such requirement. If no such protective order or other remedy is obtained, then Recipient may disclose only that portion of the Confidential Information that in the reasonable opinion of its legal counsel is legally required to be disclosed, and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information, and will reasonably cooperate with Owner to regain possession of the Confidential Information and prevent its further unauthorized use. In any event, Recipient shall be responsible for any violation of this Agreement by Recipient and its representatives, employees or any other parties that receive the Confidential Information from Recipient.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION.** Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information. If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction without the necessity of proving actual damages or posting any bond or other security to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all originals, copies, reproductions and summaries containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture. Recipient agrees that unless and until a definitive written agreement between Owner and Recipient has been executed and delivered, neither Owner nor any of Owner's representatives will have any legal obligation or liability of any kind with respect to any future transactions or business relationships by virtue of this Agreement. The parties each acknowledge that nothing herein requires the disclosure of any Confidential Information, which information shall be disclosed, if at all, in the sole and absolute discretion of Owner.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use for the Purpose as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Recipient agrees to defend, indemnify, and hold harmless Owner and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from Recipient's material breach of any duty, representation, or warranty under this Agreement.

**X. ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**XI. TERM.** The obligations of this Agreement shall survive for a period of three (3) years from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement.

**XII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality and merges all prior discussions between them as Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law rules. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

**OWNER:**

Community Bridges, Inc.

By: \_\_\_\_\_  
[Name]

**RECIPIENT:**

\_\_\_\_\_

By: \_\_\_\_\_  
[Name]