



**FORMER SECRET SERVICE AGENT - PRESIDENTIAL PROTECTION, THE WHITE HOUSE**  
**YOUR GLOBAL SOURCE FOR SECURITY CONSULTING, PRIVATE INVESTIGATIONS,**  
**TECHNICAL SURVEILLANCE COUNTER-MEASURES & EXECUTIVE PROTECTION**  
**1 (888) 831-0809 WWW.LASORSA.COM INFO@LASORSA.COM**

## **CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT** (hereinafter referred to as this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”) by \_\_\_\_\_, (hereinafter referred to as “Vendor”), in favor of **LaSorsa & Associates, LLC** having an address of: 322 Silver Creek Landing Rd Swansboro, NC 28584, a telephone number of 888-831-0809 and an email address of info@lasorsa.com (hereinafter referred to collectively as the “Company”).

WHEREAS, Vendor has requested to examine certain materials and information of the Company in connection with a contemplated or existing business relationship between the parties (the “Business Relationship”); and

WHEREAS, the Company desires to disclose such materials and information to Vendor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of this Agreement, except as set forth in Section 2 below, “Confidential Information” means all non-public, confidential or proprietary information disclosed, directly or indirectly, before, on or after the Effective Date to Vendor or any of its employees, agents, attorneys, advisors, contractors or other representatives by the Company or any of its employees, agents, attorneys, advisors, contractors or other representatives whether such disclosure is written or oral, whether in tangible or intangible form or whatever medium provided, and regardless of whether marked confidential, or that is observed or discovered by the Vendor in connection with the Business Relationship, including, without limitation: inventions, product information, specifications and formulas, recipes, know-how, methodologies, system information, technical information, research, patent applications, manufacturing data, engineering data, test data, materials, costs, tolerances, statistics, software, hardware, materials, plans, blue prints, prototypes, designs, schematics, reports, studies, notes, analyses, summaries, business, market and development plans, designs and concepts, supplier lists, customer lists, mailing lists, procurement and sales activities and procedures, promotion, pricing, credit and financial information and techniques, operational policies and procedures, data concerning management, governance and personnel, data concerning relationships with vendors and suppliers, risk management and insurance policies and programs and trade secrets.

2. For purposes of this Agreement, the term “Confidential Information” shall not include any information that:

(a) is or becomes generally available to the public other than as a result of disclosure by Vendor, or any of its employees, agents, attorneys, advisors, contractors or other representatives, in breach of the provisions of this Agreement;

(b) is lawfully obtained by Vendor on a non-confidential basis from a third party source which did not receive such information directly or indirectly from the Company; or

(c) is already known to Vendor as of the time of disclosure, or is developed independently of Confidential Information by Vendor without knowledge of Confidential Information.

Nothing contained in subsections 2(a) through 2(c) above shall be interpreted by Vendor as justification to disregard Vendor's obligations of confidence set forth in this Agreement merely because individual portions of the Confidential Information may be found to be within the exceptions, or because the Confidential Information is implied by, but not specifically disclosed in, information falling within the exceptions described in such subsections.

3. Unless specifically authorized by the Company in writing, Vendor shall hold the Confidential Information in trust and strict confidence and not disclose in any manner whatsoever, in whole or in part, to any person or use for any purpose other than in connection with the Business Relationship, any Confidential Information; provided, however, that Vendor may disclose to its employees, agents and other representatives such Confidential Information (a) if the employee, agent or other representative receiving the information is legally obligated to Vendor to keep such disclosed information confidential, and (b) only to the extent necessary to fulfill the intent of the Business Relationship and the terms of this Agreement. The Company shall be the exclusive owner of such Confidential Information. Vendor shall not acquire any rights in or to such Confidential Information pursuant to this Agreement, and any disclosure of Confidential Information shall not be construed as an assignment, grant, option, license or other transfer of the Confidential Information whatsoever. Vendor shall not use such Confidential Information, or permit the Confidential Information to be accessed or used, other than in connection with the Business Relationship or otherwise in any manner to the Company's detriment. Vendor shall be responsible for any breach of this Agreement caused by Vendors' employees, agents or other representatives.

4. If Vendor is requested or required by applicable law, governmental regulation, court order or similar legal process or authority (including, without limitation, subpoena, discovery request, inquiry by governmental agency or any other process) to disclose any Confidential Information, (a) Vendor shall provide the Company with prompt written notice of such request(s) or requirement(s) as far in advance of contemplated disclosure as reasonably possible, so that the Company may seek an appropriate protective order, (b) Vendor shall exercise reasonable measures and comply with the Company's reasonable instructions to ensure that such Confidential Information is disclosed only to the extent necessary to comply with such requirement, (c) Vendor shall exercise reasonable measures and comply with the Company's reasonable instructions to ensure that Vendor complies with the request or requirement in such a way so as to maintain the confidentiality of such Confidential Information, and (d) notwithstanding any such required disclosure, except to the extent required by applicable law, such information shall continue to be Confidential Information of the Company and such disclosure shall not relieve Vendor of its obligations hereunder.

5. Vendor shall immediately notify the Company of any information that comes to its attention which indicates that there has been or may be a loss of confidentiality of any of the Confidential Information or a breach of this Agreement.

6. ALTHOUGH VENDOR UNDERSTANDS THAT THE COMPANY HAS ENDEAVORED TO INCLUDE IN THE CONFIDENTIAL INFORMATION KNOWN TO IT WHICH THE COMPANY BELIEVES IS RELEVANT FOR VENDOR'S PURPOSES, VENDOR FURTHER UNDERSTANDS AND AGREES THAT THE COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH CONFIDENTIAL INFORMATION. VENDOR AGREES THAT NEITHER THE COMPANY NOR ITS

REPRESENTATIVES SHALL HAVE ANY LIABILITY TO VENDOR, ITS REPRESENTATIVES OR ANY OTHER PERSON RESULTING FROM THE DISCLOSURE OR USE OF SUCH CONFIDENTIAL INFORMATION OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

7. Vendor acknowledges and agrees that a breach by Vendor or its employees, agents or other representatives of this Agreement would result in irreparable harm to the Company, the extent of which would be difficult to ascertain, and, in any event, money damages would be an inadequate remedy in the event of such a breach. Accordingly, the Company shall be entitled to specific performance and injunctive or such other equitable relief as a court may deem appropriate in the event of such a breach, or a threatened breach. Such remedies shall not be deemed to be exclusive, but shall be in addition to all other remedies available at law or in equity to the Company.

8. Vendor hereby agrees to indemnify, defend and hold harmless the Company and its employees, agents and other representatives from any damages, loss, liabilities or expenses (including reasonable attorneys' fees and expenses) incurred by the Company as a result of any unauthorized disclosure or use of any of the Confidential Information by Vendor, or any of Vendor's employees, agents or other representatives. If the Company or any of its employees, agents or other representatives institutes any proceedings to enforce its rights, or the obligations of Vendor hereunder, the Company, if it prevails, shall be entitled to recover (in addition to any other recovery to which it shall be entitled) its reasonable costs and expenses (including, without limitation, its legal fees and expenses) incurred in connection with any such proceeding.

9. The parties acknowledge and agree that nothing contained in this Agreement shall be construed as imposing an obligation on either party to begin or continue discussions or negotiations, to provide any information or to enter into any other agreements with the other party.

10. All notices, requests and approvals under this Agreement shall be in writing and shall be deemed to have been properly given if and when personally delivered or sent certified mail, postage prepaid, return receipt requested, or thirty-six (36) hours after being sent by Federal Express or other overnight courier service providing delivery confirmation, to the address of the party set forth above or at such other address as any of the parties hereto from time to time may have designated by written notice to the other party.

11. This Agreement and the obligations described hereunder shall remain in effect with respect to the Confidential Information until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Vendor. At the Company's request, Vendor shall promptly, at the Company's sole option: (a) return to the Company all copies, whether in written, electronic or other form of media, of the Confidential Information or (b) destroy all Confidential Information and, in either case, certify in writing to the Company such return or destruction, as the case may be.

12. The parties hereby expressly agree that this Agreement shall be governed by the substantive provisions of the laws of the State of California, without regard to choice or conflict of laws rules. The parties hereby expressly agree that any legal action or proceeding with respect to this Agreement or any document relating hereto shall be brought solely in the state or federal courts located in Orange County, California. By execution and delivery of this Agreement, each party hereby accepts for itself and in respect of its property, generally and unconditionally, the personal jurisdiction of such courts, agrees to accept service of process by certified or registered mail, and hereby waives any jurisdictional or venue defenses otherwise available to it. The parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions.

13. A waiver by the Company of any breach by Vendor of any provision of this Agreement shall not be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

14. Each party acknowledges and agrees that it is an independent contractor of the other party and is not and shall not represent itself as an agent, partner, employee or representative of the other party.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of which together shall constitute one instrument. One or more counterparts of this Agreement may be delivered electronically, with the intention that they shall have the same effect as an original counterpart hereof.

16. This Agreement constitutes the full and entire understanding of the parties with respect to the subject matter hereof. There are no understandings, agreements, or representations, expressed or implied, not specified herein. Any amendments, modifications or alterations shall be binding only if made in writing signed by a duly authorized official of each party.


17. If any provision hereof is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed not to be a part of the Agreement to the extent of such invalidity or unenforceability, and the remainder of the Agreement shall remain unaffected.

18. Vendor may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Company. The Company may assign any of its rights and obligations hereunder without the prior written consent of Vendor. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Vendor of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each party, intending to be legally bound, has itself or by its authorized representative duly executed, sealed and delivered this Agreement as of the day and year first above written.

\_\_\_\_\_  
Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LaSorsa & Associates, LLC**

Sign:   
Print Name: Joseph M. LaSorsa  
Title: Owner-Managing Director