



**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 NONDISCLOSURE AGREEMENT (“Agreement”) is made and entered into between LaSorsa and Associates, LLC (“LAA”), a Florida corporation, located at 101 VFW Rd Suite 2E, Cedar Point, NC 288584, USA and the signed below (“Other Party”), located at the address below. The effective date of this Agreement shall be the submission date.

### **1. PURPOSE**

Other Party understands that as an [employee/independent contractor/subcontractor] of LAA, the performance of Other Party’s contractual and/or employment obligations may require LAA to disclose certain confidential technical, business or other information in connection with the services Other Party may provide to LAA [under contract] (the “Services”) and which LAA desires Other Party to treat as confidential. Other Party acknowledges that the information provided by LAA and Other Party’s involvement in the Services are sensitive and confidential. Other Party further acknowledges that this Agreement sets out the terms under which LAA has agreed to provide Other Party with such information.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the parties hereto hereby agree as follows:

### **2. CONFIDENTIAL INFORMATION**

“Confidential Information” means any information disclosed previously or on or after the date hereof by LAA to the receiving party, either directly or indirectly, in writing (including electronically), orally, or by inspection of tangible objects or intellectual property (including without limitation documents, prototypes, samples, software, plant, and equipment), which is designated as “Confidential” or “Proprietary” or with some similar terminology or which by its nature would reasonably be considered Confidential Information. Information communicated orally shall be considered Confidential Information subject to the qualifications set forth below. Confidential Information may also include information provided LAA by third parties or developed by LAA with one or more third parties. Confidential Information will not, however, include any information which: (i) Was publicly known prior to the time of disclosure by LaSorsa and Associates; (ii) becomes publicly known after disclosure by LAA to the receiving party through no action or inaction of the receiving party because it was disclosed by a party legally entitled to disclose such information; (iii) is already in the possession of the receiving party at the time of disclosure by LAA as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to LAA’s Confidential Information as shown by documents and other competent evidence in the receiving party’s possession; or, (vi) is required by applicable law, rule or regulation, or judicial or administrative order to be disclosed by the receiving

party; provided, that the receiving party gives LAA prompt written notice of such requirement prior to such disclosure, limits the disclosure to the degree necessary in order to comply with the receiving party's legal obligation, and assists in obtaining an order protecting the information from public disclosure.

### 3. NON-USE AND NONDISCLOSURE

Other Party shall not use any Confidential Information for any purpose except to fulfill its obligations in connection with the performance of the Services. Other Party shall not disclose any Confidential Information to third parties, or to Other Party's employees, consultants, attorneys, accountants, or other advisors (collectively, "Advisors"}, except to those Advisors of Other Party who are required to have the information in order to fulfill its obligations in connection with the performance of the Services, and only to those Advisors who are parties to agreements having non-use and nondisclosure provisions in content at least as protective as the provisions hereof prior to any disclosure of Confidential Information to such Advisors. Other Party shall not reverse engineer, disassemble, or decompile any prototypes, software, or other objects or intellectual property which embody any part of LAA's Confidential Information provided to Other Party hereunder.

### 4. MAINTENANCE OF CONFIDENTIALITY

Other Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of any Confidential Information. Without limiting the foregoing, Other Party shall its best efforts to protect the Confidential Information. Any copies of Confidential Information, including without limitation any copy that is automatically generated in the course of its transmission or any materials created by or for the benefit of Other Party in which Confidential Information is shown or used or for which Confidential Information is embedded or a basis, shall be treated as being Confidential Information that is subject to this Agreement. Other Party shall reproduce the LAA's proprietary rights notices on any such copies in the same manner in which such notices were set forth in or on the original. Other Party shall promptly notify LAA of any use or disclosure of such Confidential Information in violation of this Agreement of which Other Party becomes aware.

[Pursuant to the Defend Trade Secrets Act of 2016, if Other Party is an individual, Other Party acknowledges that he/she shall not have criminal or civil liability under any Federal or State trade secret law or the disclosure of a trade secret that (i) is made (a) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Other Party files a lawsuit for retaliation for reporting a suspected violation of law, Other party may disclose the trade secret to his/her attorney and may use the trade secret information in the court proceeding, if Other Party files any document containing the trade secret under seal and LAA does not disclose the trade secret, except pursuant to court order.

[FORGOVERNMENT SUBCONTRACTS ONLY: Other Party also understands that nothing in this Agreement prohibits or otherwise restricts Other Party from (i) lawfully reporting or seeking to report waste, fraud or abuse to a designated investigative or law enforcement representative of the U.S. Government department or agency authorized to receive such information; or (ii) communicating with any Federal, State or local governmental agency, or participating in an investigation by any such agency. Nothing in

this Agreement requires Other Party to notify or seek approval from LAA at any time regarding activities described in this provision.]

## 5. NO WARRANTY

ALL INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS". LAA MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING, AMONG OTHER THINGS, ITS ACCURACY, COMPLETENESS, OR PERFORMANCE.

## 6. RETURN OF MATERIALS

All documents and other tangible objects or intellectual property containing or representing Confidential Information that have been disclosed by LAA to Other Party (including any of its Advisors) and all copies thereof that are in the possession of the Other Party (including any of its Advisors) shall be and remain the property of LAA and shall be promptly returned to LAA upon the LAA's written request, other than any materials that must be retained under applicable regulatory requirements or copies which are automatically created and stored in connection with their electronic generation or transmission. Any materials that are so retained shall remain subject to all the provisions of this Agreement. In lieu of returning any particular Confidential Information, Other Party shall have the right to destroy such materials, so long as a list is provided to LAA of any Confidential Information so destroyed and Other Party provides a sworn, written certification to LAA concerning such destruction once it has been completed. Further, Other Party shall return or destroy all Confidential Information provided to and/or in possession of Other Party or its Advisors upon the completion of the Services, or upon termination of Other Party's performance in connection with the Services for any reason.

## 7. NO LICENSE

Nothing in this Agreement is intended to grant any rights to Other Party under any patent, mask work right, copyright, trademark, trade secret, or other intellectual property right of LAA, nor shall this Agreement grant Other Party any rights in or to the Confidential Information except as and only to the extent expressly set forth herein.

## 8. TERM

Other Party's obligations hereunder shall survive with respect to any specific Confidential Information until such time as such Confidential Information becomes publicly known through no action or inaction of the receiving party.

## 9. REMEDIES

Other Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to LAA entitling LAA to seek injunctive relief, in addition to all legal remedies, without the need to prove actual damages or irreparable injury.

## 10. MISCELLANEOUS

Neither party may assign or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of LAA; provided, however, either party may assign or transfer this Agreement in connection with a merger, acquisition, sale of substantially all its assets, or other such corporate reorganization of that party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by,

and construed and enforced in accordance with, the laws of the State of Florida, without regard to any conflict of laws principles thereunder that would apply the laws of any other jurisdiction. The parties agree that the state and federal courts located in the State of Florida shall have exclusive jurisdiction in any action, suit, or proceeding based on or arising out of this Agreement, and the parties hereby: (a) Submit to the personal jurisdiction of such courts; (b) consent to service of process in connection with any action, suit, or proceeding; (c) agree that venue is proper and convenient in such forum; and, (d) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, subject matter jurisdiction, venue, or service of process.

This document contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supplements any and all prior agreements and understandings between the parties concerning the subject matter of this Agreement.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such holding shall not affect the other provisions of this Agreement, the balance of which shall continue to be valid, effective, and enforceable to the greatest extent permitted by law. Failure of any party to enforce any provision of this Agreement or performance of any of the terms and conditions in this Agreement, or the failure of any party to prosecute any breach of any of the terms and conditions of this Agreement, shall not be construed thereafter as a waiver of any such provisions or non-performance or breach of any such terms or conditions. This entire Agreement shall remain in full force and effect as if no such forbearance had occurred.

This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

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Your Full Legal Name

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Company Name (if a company, not a required field)

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Your Phone

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Your Email

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Your Address

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Your Signature