NON-DISCLOSURE AGREEMENT

 This **AGREEMENT** is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dba \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a limited liability company organized under the laws of the Commonwealth of Pennsylvania with a place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, effective as of this \_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_\_\_ (All Parties listed above are collectively hereinafter referred to as “The Parties”). Either Party may be a “Recipient” of Confidential Information (as hereinafter defined) of the other Party.

 **WHEREAS**, The Parties possess competitively valuable Confidential Information regarding its current expansion opportunities, services, products, future services and products, development, and general business operations.

 **WHEREAS**, The Parties may enter into a business relationship with each other and in connection therewith may need to review or use the other Parties’ Confidential Information and Materials or to create new Confidential Information and Materials.

 **NOW, THEREFORE**, In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials, The Parties hereto agree as follows:

**1. CONFIDENTIAL INFORMATION AND MATERIALS**

 (a) "Confidential Information" shall mean any nonpublic information

 that The Parties specifically mark and designate, either orally or in

 writing, as confidential or which, under the circumstances surrounding

 the disclosure, ought to be treated as confidential or which The Parties

 create or produce in the course of performing services for each other.

 "Confidential Information" includes, but is not limited to:

 The Parties’ financial information, financial information related to the

 project, project location, client information, any and all competitors’

 identity, project schematics or drawings, descriptive material,

 specifications, sales and customer information, The Parties’ business

 policies or practices, information received from others that The Parties

 are obligated to treat as confidential and other materials and information

 of a confidential nature.

 (b) "Confidential Information" shall not include any materials or

 information which either Party shows:

 (i) is at the time of disclosure generally known by or available to

 the public or became so known or available thereafter through no

 fault of the Recipient; or

 (ii) is legally known to the Recipient at the time of disclosure by

 The Parties; or

 (iii) is furnished by The Parties to third parties without

 restriction; or

 (iv) is furnished to the Recipient by a third party who legally

 obtained said information and the right to disclose it; or

 (v) is developed independently by the Recipient either before or

 after the term of the Recipient’s engagement as a consultant or

 independent contractor to The Parties where the Recipient can

 document such independent development.

 (c) "Confidential Materials" shall also include all tangible materials

 containing Confidential Information, including without limitation

 performance projections, written or printed documents, computer disks,

 tapes, and compact disks (CD), whether machine or user readable.

**2. RESTRICTIONS**

 (a) Recipient shall not disclose any Confidential Information to third

 parties without the prior written authorization of the other Party.

 Notwithstanding the foregoing, Recipient shall not at any time disclose

 to any third party any Confidential Information comprising a trade

 secret of the other Party or any Confidential Information of any other

 party to whom The Parties owe an obligation. However, Recipient may

 disclose Confidential Information in accordance with judicial or other

 governmental orders, provided Recipient shall give the other Party

 reasonable notice prior to such disclosure and shall comply with any

 applicable protective order or equivalent.

 (b) Recipient shall not use any Confidential Information or Confidential

 Materials of the other Party for any purposes except those expressly

 contemplated hereby, meaning the potential development of, and

 investment in, The Parties’ future expansion, merger, business combination

 or joint venture, or as otherwise authorized by The Parties.

 (c) Recipient shall take reasonable security precautions, which shall

 in any event be as great as the precautions it takes to protect its own

 confidential information, to keep confidential the Confidential

 Information. Recipient may disclose Confidential Information or

 Confidential Materials only to Recipient's employees or consultants on

 a need-to-know basis and only after obtaining the written or express oral

 authorization of the other Party. Recipient shall instruct all employees

 given access to the information to maintain confidentiality and to

 refrain from making unauthorized copies. Recipient shall maintain

 appropriate written agreements with its employees, consultants, parent,

 subsidiaries, affiliates or related parties, who receive, or have access

 to, Confidential Information sufficient to enable it to comply with the

 terms of this Agreement.

 (d) Confidential Information and Confidential Materials may be

 disclosed, reproduced, summarized or distributed only in pursuance of

 Recipient's business relationship with the other Party, and only as

 otherwise provided hereunder. Recipient agrees to segregate all such

 Confidential Materials from the confidential materials of others to

 prevent commingling.

**3. RIGHTS AND REMEDIES**

1. Recipient shall notify the other Party immediately upon discovery of

any unauthorized use or disclosure of Confidential Information or

 Confidential Materials, or any other breach of this Agreement by

 Recipient, and will cooperate with the other Party in every reasonable way

 to help the other Party regain possession of the Confidential Information

 and/or Confidential Materials and prevent further unauthorized use or

 disclosure.

 (b) Recipient shall return all originals, copies, reproductions and

 summaries of Confidential Information and/or Confidential Materials then

 in Recipient's possession or control at the other Party’s request or, at

 the other Party's option, certify destruction of the same.

 (c) Recipient acknowledges that monetary damages may not be a sufficient

 remedy for damages resulting from the unauthorized disclosure of

 Confidential Information and that the other Party shall be entitled,

 without waiving any other rights or remedies, to seek such injunctive or

 equitable relief as may be deemed proper by a court of competent

 jurisdiction.

 (d) The Parties may visit each other's premises, with reasonable prior

 notice and during normal business hours, to review the other Party’s

 compliance with the terms of this Agreement.

**4. MISCELLANEOUS**

 (a) All Confidential Information and Confidential Materials are and

 shall remain the sole and exclusive property of each respective Party.

 By disclosing information to Recipient, the other Party does not grant any

 express or implied right to Recipient to or under the other Party patents,

 copyrights, trademarks, or trade secret information.

 (b) All Confidential Information and Materials are provided "AS IS" and

 The Parties make no warranty regarding the accuracy or reliability of

 such information or materials. The Parties do not warrant the success

 of any performance projections which has been disclosed as a part of the

 Confidential Information or Confidential Materials. *The Parties will not*

 *be liable for any expenses or losses incurred or any action undertaken by*

 *the Recipient as a result of the receipt of Confidential Information or*

 *Confidential Materials. The entire risk arising out of the use of the*

 *Confidential Information and Confidential Materials remains with the*

 *Recipient.*

 (c) This Agreement constitutes the entire Agreement between The Parties

 with respect to the subject matter hereof. It shall not be modified

 except by a written agreement dated subsequent to the date of this

 Agreement and signed by both Parties.

 (d) None of the provisions of this Agreement shall be deemed to have

 been waived by any act or acquiescence on the part of The Parties, their

 agents, or employees but only by an instrument in writing signed by an

 authorized officer of The Parties. No waiver of any provision of this

 Agreement shall constitute a waiver of any other provision(s) or of the

 same provision on another occasion. Failure of either party to enforce

 any provision of this Agreement shall not constitute waiver of such

 provision or any other provisions of this Agreement.

 (e) If any action at law or in equity is necessary to enforce or

 interpret the rights arising out of or relating to this Agreement, the

 prevailing party shall be entitled to recover reasonable attorney's fees,

 costs and necessary disbursements in addition to any other relief to

 which it may be entitled.

 (f) This Agreement shall be construed and governed by the laws of the

 Commonwealth of Pennsylvania, and The Parties further consent to

 jurisdiction of the Court of Common Pleas of Philadelphia County and the

 federal court of the Eastern District Court of Pennsylvania.

 (g) If any provision of this Agreement shall be held by a court of

 competent jurisdiction to be illegal, invalid or unenforceable, the

 remaining provisions shall remain in full force and effect. Should any

 of the obligations of this Agreement be found illegal or unenforceable

 as being too broad with respect to the duration, scope or subject matter

 thereof, such obligations shall be deemed and construed to be reduced to

 the maximum duration, scope or subject matter allowable by law.

 (h) All obligations created by this Agreement shall survive change or

 termination of The Parties' business relationship.

1. Neither Party shall use Confidential Information to solicit or

 encourage any current employee, agent or independent contractor of, or

 anyone affiliated with the other Party hereto to contact or associate

 with, become employed by, or otherwise affiliate with such Party for a

 period of two (2) years from the date of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by

their duly authorized representatives as of the date first set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_