

CONFIDENTIALITY AGREEMENT

AGREEMENT and acknowledgement between XXX, (Company) and (Undersigned);

Whereas, the Company agrees to furnish the Undersigned access to certain confidential information relating to the affairs of the Company solely for purposes of an acquisition;

Whereas, the Undersigned agrees to review, examine, inspect or obtain such information only for the purposes described above and to otherwise hold such information confidential and secret pursuant to the terms of this Agreement.

BE IT KNOWN that the Company has or shall furnish to the Undersigned certain confidential information, and may further allow suppliers, customers, employees or representatives of the Company, to disclose information to the Undersigned, all on the following conditions:

- 1 The Undersigned agrees to hold all confidential or proprietary information or trade secrets (information) in trust and confidence and agrees that it shall be used only for contemplated purposes, and shall not be used for any other purpose or disclosed to any third party under any circumstance whatsoever unless that third party shall also sign and be participant to this Confidentiality Agreement. Permission by the Company must be granted in writing for any third party to receive any confidential or proprietary information as defined in this Agreement.
- 2 No copies may be made or retained of any written material or information supplied by the Company.
- 3 On the conclusion of discussions between the Company and the Undersigned, or upon demand by the Company, all information, including written notes, photographs, emails, or memoranda shall be promptly returned to the Company or be permanently deleted from the Undersigned computer.
- 4 This information supplied by the Company shall not be disclosed to any of the Undersigned employees, consultants, or third parties unless said party agrees to execute and be bound by the terms of this Agreement, and disclosure to any third party must be first approved in writing by the Company.
- 5 It is understood that the Undersigned shall have no obligation to the Company with respect to any information known or held in common knowledge by the Undersigned previous to the signing of this Agreement, or as may be generally known within the industry prior to the date of this Agreement, or that shall become common knowledge within the industry hereafter.
- 6 This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 7 This Agreement constitutes the entire Agreement and Understanding between the Company and the Undersigned.
- 8 The Undersigned acknowledges the information disclosed herein is proprietary or trade secret in nature, and in the event of any breach, the Company shall be entitled to injunctive relief as cumulative and not necessarily successive or exclusive remedy to claim for monetary damages from the Undersigned. Any legal action shall occur within the courts of Davidson County, Nashville, TN.

Company Signed: By: _____ Dated: _____

Signed: _____ Dated: _____