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NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

This information and all the information regarding the company listed above will be kept confidential.

Please read and complete the following Non-Discloser/Confidentiality Agreement.

I, the undersigned potential client, in consideration for the owner of the company listed above (hereinafter "the Company"), that the *pro bono* services provided by the company listed above is to be considered a confidential agreement between the two parties, and that its disclosure to others would be incredibly damaging to the business. With respect to the information exchanged between parties subsequent to this date, the parties agree as follows:

- (1.) I agree not to disclose any information regarding the agreed upon price of the company's services to any other person who has not also signed and dated this agreement, except to secure their advice and counsel, in which case I agree to obtain their consent to maintain such confidentiality. "Information" shall include the fact that the company is providing said services to the undersigned as a charitable donation, foregoing their standard fees and costs. The term *information* does not include any information which is, or becomes, generally available to the public or is already in your possession.
- (2.) I agree that all correspondence, inquiries, offers and negotiations relating to the services of this company be presented only to me.
- (3.) Nothing in this Agreement shall be interpreted as placing any obligation of confidentiality and nonuse on the receiving party with respect to any of the Proprietary Information that:
 - (a) can be demonstrated to have been in the public domain as of the effective date of this Agreement or comes into the public domain during the term of this Agreement through no fault of the receiving party;
 - (b) can be demonstrated to have been known to receiving party prior to execution of this Agreement and was not acquired, directly or indirectly, from a third party under a continuing obligation of confidentiality or limited use;
 - (c) can be demonstrated to have been rightfully received by the receiving party after disclosure under this Agreement from a third party who did not require the receiving party to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from the disclosing party under a continuing obligation of confidentiality;

