

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") is entered into effective as of \_\_\_\_\_, 2017 (the "**Effective Date**"), by and between \_\_\_\_\_ ("**Disclosing Party**"), and Van Conway and Partners, LLC ("**Receiving Party**").

The parties agree as follows:

### **1.0 Background.**

1.1 Disclosing Party is considering disclosing to Receiving Party information which Disclosing Party considers to be confidential, proprietary or non-public business information and/or trade secrets of Disclosing Party (the "**Confidential Information**") in order to provide information to Receiving Party in connection with potential business consulting advice (collectively, the "**Approved Purpose**").

### **2.0 Confidentiality.**

2.1 The term "**Confidential Information**" includes all information furnished by Disclosing Party orally or in writing (whatever the form or storage medium, including DVDs and other electronic media) and regardless of whether such information is specifically identified as "confidential" transmitted to Receiving Party through Receiving Party's website: talkingbiznetwork.com or otherwise.

2.2 The term "**Confidential Information**" shall not include any information which (a) now is or hereafter becomes known or available to the public (including, without limitation, any information filed with any governmental agency and known or available to the public) other than as the result of a disclosure by Receiving Party in breach hereof, (b) becomes known or available to Receiving Party on a nonconfidential basis from a source other than Disclosing Party which Receiving Party does not reasonably believe is prohibited from disclosing such information to Receiving Party by obligation to Disclosing Party, (c) is developed by Receiving Party independently of, or was known by or available to Receiving Party prior to, any disclosures made by Disclosing Party to Receiving Party of such information, (d) is disclosed by Disclosing Party to a third party without substantially the same restrictions as set forth herein, or (e) is disclosed with the written consent of Disclosing Party.

2.3 (a) All Confidential Information shall be held by Receiving Party in trust and confidence on behalf of Disclosing Party, and Receiving Party shall not disclose or permit access to nor shall Receiving Party authorize or permit any other person or entity (collectively, "**Person**") to disclose or permit access to any Person of all or any part of the Confidential Information without the prior consent of Disclosing Party. In addition, Receiving Party shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to Disclosing Party. Further, Receiving Party shall take such action, legal or otherwise, to the extent necessary to ensure that only those Persons who, pursuant to this Agreement, would be permitted access to the Confidential Information are able to obtain such access.

(b) Receiving Party may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Receiving Party shall notify Disclosing Party prior to such disclosure and Receiving Party shall use reasonable efforts to seek confidential treatment of the Confidential Information. Receiving Party may also disclose the Confidential Information to Receiving Party's employees, and other agents on a "need to know" basis; provided, however, that each such agent (except employees), prior to any disclosure, signs a copy of this Agreement with a statement that signifies that such agent agrees to be bound by this Agreement's terms. Receiving Party shall be responsible for any breach of this Agreement by such agents.

2.4 Confidential Information shall not be used by Receiving Party to invent, create, modify, adopt or manufacture any products or services which would or could compete with or be used in lieu of Disclosing Party's or one of its current or future partner's products or services.

2.5 Disclosing Party shall retain title to all tangible forms of the Confidential Information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Receiving Party shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of Disclosing Party, other than in connection with the Approved Purpose, and in all cases subject to the terms hereof.

2.6 Except as required to be disclosed (a) by law, rule, regulation, subpoena or other administrative or legal process, and (b) as required by Section 2.3(b), neither party shall disclose to any third party the existence of this Agreement.

2.7 Disclosing Party grants no license under any copyright, patent, trademark or trade secret by the disclosure of the Confidential Information.

2.8 On request by Disclosing Party, Receiving Party shall promptly return or destroy all tangible Confidential Information and copies thereof and certify in writing to Disclosing Party such return or destruction within ten (10) days thereof.

2.9 Receiving Party acknowledges that the Confidential Information has tangible value and contains trade secrets and proprietary information of Disclosing Party, and that Disclosing Party will suffer irreparable damage for which money damages will not be sufficient remedy in the event of a breach of any provision of this Agreement. Receiving Party agrees that Disclosing Party shall be entitled to specific performance and injunctive relief (without the need to post any bond or other undertaking) as remedies for any breach or threatened breach of this Agreement by Receiving Party, which remedies shall not be exclusive but shall be in addition to all other remedies available to Disclosing Party in law or in equity.

### **3.0 Miscellaneous.**

3.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.

3.3 No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver shall be valid unless in writing and signed by both parties.

3.4 This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.

3.5 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations and communications, oral or written, between the parties or their representatives.

3.6 This Agreement may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Agreement below effective as of the Effective Date.

“DISCLOSING PARTY”

“RECEIVING PARTY”

VAN CONWAY AND PARTNERS, LLC

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

By: \_\_\_\_\_  
Van E. Conway, Chief Executive Officer