

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is made by and between \_\_\_\_\_, with its main office located at \_\_\_\_\_, and \_\_\_\_\_ (“\_\_\_\_\_”).

WHEREAS, the parties are in discussions regarding \_\_\_\_\_; and

WHEREAS, in conjunction with these discussions, X will be providing \_\_\_\_\_ access to proprietary company information, including but not limited to, \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_ is desirous of keeping the discussions with X confidential;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Confidentiality of Information.** During the discussions between X and \_\_\_\_\_ or at any time thereafter, \_\_\_\_\_ shall not divulge, furnish, make accessible to or sell to any person(s) or company(s) or use in any way (except in connection with and for the furtherance of the discussions with X) any confidential or secret information of X which \_\_\_\_\_ has acquired or become acquainted with or will acquire or become acquainted with during or as a result of the discussions with X, concerning any trade secrets, confidential or secret designs, processes, products, technology, pricing, plans or material directly or indirectly useful in any aspect of the business of X, any customer, client, prospective customer or client, or supplier lists of X, any confidential or secret development or research work of X, or any other confidential information or secret aspects of the business of X. \_\_\_\_\_ acknowledges that the information provided to him/her by X constitutes a unique and valuable asset of X, acquired or developed at great time and expense by X, and that any disclosure or other use of such knowledge or information other than for the sole benefit of X, would be wrongful and would cause irreparable harm to X. Both during and after the discussions, \_\_\_\_\_ will refrain from any acts or omissions that would reduce the value of such information to X.

All books, records, and accounts relating in any manner to X’s customers, clients and/or potential customers, clients, and/or prospects, whether prepared by X or \_\_\_\_\_ or otherwise coming into \_\_\_\_\_’s possession, shall be the exclusive property of X and shall be returned immediately to X on X’s request at any time.

X agrees to keep the discussions with \_\_\_\_\_ confidential, unless \_\_\_\_\_ expressly authorizes X otherwise.

**2. Non-solicitation of Clients.** During the discussions between X and \_\_\_\_\_ and for a period of one (1) year immediately following the termination of those discussions for any reason, \_\_\_\_\_ shall neither call on nor solicit, either directly by \_\_\_\_\_ or by or on behalf of any other person, firm, corporation, or other entity, any of the clients and/or potential clients and/or prospects of X, which X revealed to \_\_\_\_\_ pursuant to this Agreement and which are listed in an Exhibit A to this Agreement to be signed by the parties at the time of revealing such identities, nor shall \_\_\_\_\_ make known to any person, firm, corporation, or other entity, either directly or indirectly, the names or addresses of the clients and/or potential clients and/or prospects listed in Exhibit A or any information relating in any manner to X’s trade or business relationship with such clients and/or potential clients and/or prospects.

\_\_\_\_\_ agrees that this period of non-solicitation of clients is reasonable in time and scope given the nature of the interests in confidential, proprietary information, client, potential client and prospect contacts, and other legitimate business interests that X seeks to protect.

**3. Remedies.** \_\_\_\_\_ acknowledges and agrees that its breach of any term or provision of Paragraph 1 and 2 would cause X irreparable harm which could not be adequately compensated by monetary damages. Accordingly, in the event of any such breach, \_\_\_\_\_ acknowledges that X shall be entitled to equitable relief, including temporary restraining orders, preliminary and permanent injunctions, in addition to other legal and equitable remedies to which it may be entitled. In any action to enforce its rights hereunder, X shall be reimbursed by \_\_\_\_\_ for its costs of enforcement, including, without limitation, reasonable attorneys' fees and costs, whether a lawsuit is filed or not, and including fees in any appellate proceedings.

**4. Severability.** If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or becomes unenforceable or void, then such provision, to the extent only it is in violation of law, unenforceable or void, shall be deemed modified to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severable from the remaining provisions of this Agreement, which remaining provisions will remain binding on the parties.

**5. Governing Law and Venue.** The validity, execution, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia, and any action or judicial proceeding involving this Agreement may be brought only in the Commonwealth of Virginia courts.

**6. Amendments.** No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by X and \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties have duly signed and delivered this Non-Disclosure and Confidentiality Agreement as of the date of the last signature affixed hereto.

X \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date