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CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (the "Agreement"), effective the 20th day of November, 201__, by and between ABC System, Inc., with offices at 10 Front Street San Francisco, CA 94110 ("ABC") and George Washington (the "Seller").

WHEREAS, ABC has disclosed and may continue to disclose to Seller (and/or to the designated Affiliates and Representatives of Seller, each as hereinafter defined), both orally and in writing, certain confidential and proprietary information and documentation pertaining to a transaction between ABC and Seller as more further set forth in the Asset Purchase Agreement, as amended, dated October 13, 201__ by and between ABC and Seller (the "Transaction"); and

WHEREAS, ABC wishes to protect, and have Seller maintain, the confidentiality of such information and documentation as hereinafter described, and Seller agrees to do so under the terms and conditions contained herein; and

WHEREAS, as a condition of making the Confidential Information (as hereinafter defined) available to Seller, ABC is requiring Seller to make the covenants set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby covenants and agrees as follows:

1. ABC has in the past and may continue to, from time to time, furnish to Seller, and/or Seller may have access to, certain financial, technical, legal, marketing, or other proprietary or confidential reports, analysis, records, data, computer programs or output, information, or other material, both oral, written, electronic and otherwise, which ABC deems, and Seller should consider, proprietary and confidential (and of independent economic value) to ABC (collectively, "Confidential Information"). For purposes of this Agreement, ABC's Confidential Information also shall include (i) all information, data, reports, interpretations, forecasts and records, whether in oral or written form, electronically stored or otherwise (including any such information furnished prior to the execution of this agreement), concerning ABC, its business and its affiliates furnished to Seller or Seller's directors, officers, partners, affiliates, employees, agents, representatives, advisors, consultants, investment bankers, accountants and attorneys (collectively, "Representatives") by ABC or its Representatives and all notes, reports, analyses, compilations, studies and other materials prepared by Seller or Seller's Representatives (in whatever form maintained, whether documentary, electronically stored or otherwise) containing, reflecting or based upon, in whole or in part, any such information or reflecting Seller's review or view of, or interest in, the Confidential Information and/or the Transaction; (ii) all details relating to the Transaction and related discussions, correspondence (in any format) or negotiations including any proposed or actual purchase price, valuation methods or other

financial details relating to the proposed Transaction, (iii) any and all terms of the Transaction and all information contained in the Asset Purchase Agreement or other documents relating to the Transaction, regardless of the date that such information became available to Seller, (iv) any information or documentation which is proprietary or confidential to ABC's subsidiaries, affiliates, corporations, limited liability companies, partnerships, firms, associations, businesses, and organizations (collectively, "Affiliates"), including information of Affiliates' employees, franchisees, sales associates, brokers, and/or customers.

2. Seller covenants and agrees that the Confidential Information will be kept confidential and will not, without the prior written consent of ABC, be disclosed by Seller or Seller's Representatives, in whole or in part, and will not be used by Seller or Seller's Representatives, directly or indirectly, for any purpose other than in connection with the Transaction. Moreover, Seller agrees that it will only disclose Confidential Information to its Representatives, if and to the extent that such Representatives need to know the Confidential Information for purposes of the Transaction and are informed by Seller of the confidential nature of the Confidential Information and agree to be bound by the terms of this agreement. In any event, Seller will be fully responsible for any actions by Seller's Representatives which are not in accordance with the provisions hereof. Seller agrees to make all reasonable, necessary and appropriate efforts to safeguard Confidential Information from disclosure to anyone other than as permitted hereby. Without the prior written consent of ABC, neither Seller nor Seller's Representatives will disclose to any person any information regarding the Transaction or any information relating in any way to the Confidential Information, including, without limitation (i) the nature of any discussions or negotiations relating to the Transaction, (ii) any of the terms, conditions or other facts with respect to the Transaction or (iii) that this agreement exists, that Confidential Information has been made available or any opinion or view with respect to ABC, the Transaction or the Confidential Information.

3. Notwithstanding the foregoing, the parties agree that information or documentation shall not be deemed Confidential Information of ABC, and Seller will have no obligation with respect to any such information or documentation, where such information or documentation:

(a) is or becomes publicly known through no wrongful act of Seller or Seller's Representatives; or

(b) is approved for release by written authorization of ABC.

4. Nothing contained in this Agreement will be construed as an assignment of, granting or conferring any patent, copyright, trademark, or any other proprietary rights by license or otherwise, expressly, implied, or otherwise, for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

5. All Confidential Information transmitted or disclosed hereunder will be and remain the property of ABC. Promptly upon request from ABC, Seller shall, at ABC's option, redeliver to the ABC or destroy all Confidential Information and any other materials containing, prepared on the basis of, or reflecting any information in, the Confidential Information (whether prepared by

the parties, their advisors or otherwise), including all reports, analyses, compilations, studies and other materials containing or based on the Confidential Information, and Seller will not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information and/or materials. Upon the request of ABC, any such destruction shall be certified in writing by the Sellers. Notwithstanding the delivery or destruction of Confidential Information required by this paragraph, all duties and obligations existing under this Agreement (including, without limitation, with respect to any oral Confidential Information) will remain in full force and effect.

6. In acknowledging the unique and proprietary nature of the Confidential Information, the parties acknowledge and agree that money damages may not be a sufficient remedy for any breach of this Agreement by Seller and that ABC may suffer great and irreparable injury as a consequence of such breach. Consequently, ABC shall be entitled to seek equitable relief, including injunction, court order, and/or specific performance, as a remedy for such breach and/or to protect the confidentiality of its Confidential Information and to halt any unauthorized disclosure thereof. Such remedies shall not be deemed to be exclusive remedies for a breach by Seller but shall be in addition to any and all other remedies provided hereunder or available at law or equity to the ABC.

7. Seller acknowledges and agrees that (a) the provisions of this Agreement are reasonable and necessary to protect ABC's interests and ABC's Confidential Information, (b) this Agreement has been given by Seller for good and valuable consideration, (c) protection of the Confidential Information is necessary to protect and preserve the value of ABC's business and without such protections, ABC would not have entered into discussions regarding the Transaction; and (d) ABC would be irreparably damaged were Seller to disclose Confidential Information in violation of this Agreement.

8. If Seller or any of its Representatives is served with a subpoena or other process requiring the production or disclosure of ABC's Confidential Information, then the person or entity receiving such subpoena or other process, before complying with such subpoena or other process, shall immediately notify ABC of same and permit ABC a reasonable period of time to intervene and contest disclosure or production. Seller and its Representatives will cooperate in seeking, performing and enforcing a protective order for ABC's Confidential Information.

9. With respect to any dispute, claim, or legal action between the parties regarding or relating to this Agreement, the prevailing party shall be entitled to recover all reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred as a result thereof.

10. Neither party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that ABC may transfer its rights and/or obligations to any of its Affiliates without Seller's consent. No permitted assignment shall relieve a party of its obligations hereunder with respect to Confidential Information disclosed prior to the assignment. Any assignment in violation of this Section 11 shall be deemed null and void.

11. Neither party will issue a media release or public comment regarding the subject matter of this Agreement or the Confidential Information without the prior written consent of the other party.

12. The Seller, jointly and severally, agrees to indemnify, defend and hold ABC harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by ABC and/or its Affiliates (and each of such entities' officers, directors, agents and employees) arising from or in connection with Seller's unauthorized use or disclosure of ABC's Confidential Information in violation of this Agreement. In addition, each party agrees to indemnify, defend and hold the other party harmless from and against any and Losses incurred or suffered by indemnified party and/or its Affiliates (and each of such entities' officers, directors, agents and employees) arising from or in connection with the indemnifying party's willful misconduct and/or grossly negligent or intentional actions or omissions hereunder.

13. If any term or provision of this Agreement, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is understood and agreed that no failure or delay by ABC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement shall survive any consummation or termination of the Transaction.

14. Each party represents and warrants that it has authority to enter into this Agreement and lawfully make the disclosures contemplated hereunder.

15. This Agreement constitutes the entire agreement and understandings of the parties on the subject matter hereof and supersedes all prior communications, agreements, and understandings, whether written or oral, relating thereto. This Agreement may be modified only by further written agreement signed by each of the parties hereto. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. Each party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of New Jersey, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ABC SYSTEM, INC.

By: _____

Name: _____

Title: Vice-President

Date: _____

George Washington, individually

Date: _____

LAWYER'S MENTOR