

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made effective this _____ day of _____, 2021, between

_____ on behalf of itself and any affiliates, agency or entity it owns or controls (“Discloser”) and **R.L. Craig, Inc.** (“Recipient”) to assure protection and preservation of Discloser’s confidential, competitively sensitive, trade secret, proprietary, and/or private information which may be disclosed to Recipient or its agents in connection with the evaluation of a certain potential business arrangement (“Project”).

WHEREAS, Discloser desires to utilize the Private Information in order to determine whether to participate in the Project ; and

WHEREAS. The Parties desire to assure the confidential status of the Private Information which RECIPIENT may disclose to Discloser.

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the Parties agree as follows:

1. All written information or presentation material disclosed to Discloser that is either marked in such a manner so as to give reasonable notice as to its confidential nature or that relates to Discloser’s confidential, competitively sensitive, trade secret, proprietary, and/or private information in any manner shall be deemed to be Private Information. Oral information disclosed to the Recipient, which within 30 days shall be identified in writing to Recipient as “Confidential” or the like, shall be deemed to be Private Information.
2. Recipient agrees to use the Private Information received only for the purpose of this Agreement. No other rights, license, trademarks, inventions, copyrights, or patents are implied or granted under the intent of this Agreement.
3. Private Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
4. Recipient shall provide the same care to avoid disclosure or unauthorized use of the Private Information as it provides to protect its own Private Information. It is agreed that access to all Private Information shall be limited by Recipient to only such of its employees, agents, counsel, consultants, and advisors who need to know such information for purposes of providing services under the Project. Any such third party with a need to access the Private Information will be required to execute an identical Nondisclosure Agreement before acquiring access.
5. All Private Information shall remain the property of Discloser. Such Private Information, including all copies thereof, shall be returned or destroyed at the written request from the Discloser to the Recipient.
6. It is understood that the term “Private Information” does not include information which:
 - a. Has been or may in the future be in the public domain through no fault of the Recipient;
 - b. Prior to disclosure hereunder, is property in the legitimate possession of the Recipient;
 - c. Subsequent to disclosure hereunder, is lawfully received from a third Party;
 - d. Is independently developed by the Recipient;

- e. is disclosed with the written approval of Discloser;
 - f. Is obligated to be produced under order of a court of competent jurisdiction or where required by law.
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- 7. Because damages are difficult to ascertain in the event of violation of this Agreement, the Parties agree that, without limiting any other rights and remedies, upon breach hereof, an injunction may be obtained by Discloser to protect its rights hereunder.
 - 8. This Agreement shall be governed by the laws of the State of Ohio. This Agreement may not be amended except in writing.
 - 9. This Agreement shall continue in full force and effect for a period of five (5) years from date of execution.
 - 10. This Agreement is executed in two counterparts.

R.L. Craig, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____