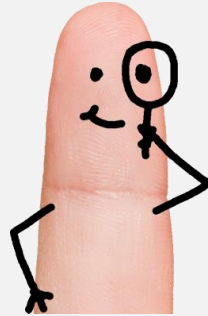


## Non-Disclosure Agreement for Exploratory Discussions

IN CONSIDERATION OF THE PROMISES AND BENEFITS CONTAINED IN THIS AGREEMENT, and for other good and valuable consideration, the sufficiency of which is not disputed, and in consideration of obtaining knowledge about or reviewing certain proprietary and confidential materials belonging to **CUSTOMIZER: Insert Company formal/legal name**, CUSTOMIZER: Insert full company address, (the “**Company**”), during the exploration of an association or potential association, or during the course of providing paid or other interim services to the Company (the “**Association Period**”), I, the undersigned, hereby agree and acknowledge:

1. That during the course of my review of the information provided by the Company during the Association Period, there may be disclosed to me certain proprietary information of the Company; said proprietary information consisting but not necessarily limited to:
  - a. All information not in the public domain: including proprietary documentary or electronic material related to the business or products of the Company, and written or other material to be provided to clients or prospective clients of the business of the Company.
  - b. All business information not in the public domain: including client lists, pricing data, sources of supply, financial data and marketing, production, or sales plans.
  - c. All information belonging to third parties which was provided to the Company under conditions of confidentiality.
2. I agree that I shall not during, or at any time after the termination of the Association Period, use for myself or others, or disclose or divulge to others including future employees, any such proprietary information or business information of the Company or third party information in violation of this Agreement.
3. That upon the termination of the Association Period:
  - a. I shall destroy, shred, permanently delete, or return to the Company all documents and property provided to me by the Company, including but not necessarily limited to: copies of documentary or electronic text material, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of my review of information provided by the Company in the form provided by the Company. I further agree that I shall not retain copies or any other kind of reproduction of the foregoing material.
  - b. This Agreement shall apply to any material provided by the Company during the Association Period.
  - c. This Agreement shall be binding upon me and my personal representatives, heirs, and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
4. I expressly recognize and agree that my obligations under this Agreement are important and material and the breach of such obligations could seriously detrimentally affect the conduct of the business and interests of the Company and its goodwill, and therefore the breach of any obligations under this Agreement may constitute an irreparable injury to the Company. I



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