

# MICOMA – NON-DISCLOSURE AGREEMENT (NDA)

## INTRODUCTION

This Nondisclosure Agreement (the "Agreement") is entered into by and between [Company Contact or Client Name] of [Company Name] with its principal offices at [Company Address], ("Client") and MICOMA Enterprises, located at Edison Street, Baltimore Maryland, 21225 ("Supplier") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

## DEFINITION OF CONFIDENTIAL INFORMATION.

For purposes of this agreement, "confidential information" shall include all information or material that has or could have commercial value or other utility in the business in which Client is engaged. If confidential information is in written form, the Client shall label or stamp the materials with the word "confidential" or some similar warning. If confidential information is transmitted orally, the Client shall promptly provide a writing indicating that such oral communication constituted confidential information.

## EXCLUSIONS FROM CONFIDENTIAL INFORMATION.

Supplier's obligations under this agreement do not extend to information that is:

- Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Supplier;
- Discovered or created by the Supplier before disclosure by Client;
- Learned by the Supplier through legitimate means other than from the Client or Client's representatives;
- Disclosed by Supplier with Client's prior written approval.

## OBLIGATIONS OF SUPPLIER.

Supplier shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Client. Supplier shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Supplier shall not, without prior written approval of Client, use for Supplier's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Client, any Confidential Information.

## TIME PERIODS.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Supplier's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Client sends Supplier written notice releasing Supplier from this Agreement, whichever occurs first.

## RELATIONSHIPS.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

## INTEGRATION.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**WAIVER.**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**ELECTRONIC SIGNATURES.**

Electronic Signatures. This agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

**ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**NECESSARY ACTS; FURTHER ASSURANCES.**

The Employee, the Company, and the Company's officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

**[SIGNATURES]**

Each party is signing this agreement on the date stated opposite that party's signature.

**CLIENT**

**Date:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: [Company Contact]

Title: \_\_\_\_\_

Company: [Company Name]

**SUPPLIER**

**Date:** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Michael J. Connell

Title: Chief Executive Officer

Company: MICOMA Enterprises LLC

By:

*Title: Title of Person Signing*

*Date:*

*By:*

*Name: Employee Name*