

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement is made by and between Nonprofit HR Solutions, LLC with ("Nonprofit HR"), and _____ .

WHEREAS, in the course of discussions between Nonprofit HR and _____, it may be desirable for each to disclose to the other certain information defined below that it considers to be confidential and proprietary; and

WHEREAS, both parties desire to ensure the confidentiality of their respective confidential information that is disclosed to each other.

NOW THEREFORE, in consideration of the disclosure of confidential information, of the covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. As used herein:

- a. "Purpose of this Agreement" means the design, marketing, and operation of an online portal for job seekers and employers.
- b. "Effective Date" means the date of signature below by the last party to sign this Agreement;
- c. "Discloser" means the party disclosing Confidential Information hereunder;
- d. "Recipient" means the party receiving Confidential Information hereunder;
- e. "Confidential Information" means all technical data and information of a technical, engineering, operational, financial, strategic, or economic nature, and including physical embodiments thereof, hereafter disclosed, provided, or revealed in whatever form by one party hereof to the other provided that all such information or data shall be characterized as "Confidential" at the time of disclosure. Confidential Information includes the existence of this Agreement and the nature of the activity hereunder.

2. Limited Use, Confidentiality, and Nondisclosure. As part of its compliance with its obligations of limited use, confidentiality, and nondisclosure, the Recipient agrees that:

- a. It shall use the Discloser's Confidential Information solely for the Purpose of this Agreement;
- b. Confidential Information shall be received and maintained by the Recipient in confidence and shall not be disclosed to third parties without the prior written consent of the Discloser; provided, however, if any law or legal process requires the Recipient or any of its representatives to disclose or to surrender Confidential Information other than as permitted by this Agreement, the Recipient, acting promptly, shall first notify the Discloser and shall cooperate in the efforts of the Discloser to seek a protective order or other reasonable assurance that confidential treatment will be accorded any Confidential Information so disclosed or surrendered;
- c. The Recipient shall exercise reasonable efforts to prevent third parties from gaining access to Confidential Information;
- d. Upon the Discloser's written request, the Recipient shall deliver to the Discloser all Confidential Information received by the Recipient from the Discloser and all copies and reproductions thereof. In addition, the Recipient shall destroy: (i) any notes, reports or other documents prepared by the Recipient which contain Confidential Information of the Discloser; and (ii) any Confidential Information of the Discloser and all copies and reproductions thereof which is in electronic form or cannot otherwise be returned to the Discloser. Alternatively, upon written request of the Discloser, the Recipient shall destroy all Confidential Information received by the Recipient from the Discloser and any notes, reports or other documents prepared by the Recipient which contain Confidential Information of

the Discloser. Notwithstanding the return or destruction of the Confidential Information, the Recipient will continue to be bound by their obligations of confidentiality and other obligations hereunder. The Recipient's legal counsel may retain one copy of the Discloser's Confidential Information for archival purposes only.

e. The Recipient may reveal and communicate Confidential Information only to employees of the Recipient and only when and to the extent necessary to achieve the Purpose of this Agreement;

f. The Recipient shall inform its employees of the proprietary interest of the Discloser in the Confidential Information and of the obligations of the Recipient with respect thereto;

g. The Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of the Discloser's Confidential Information or any other breach of this Agreement and will cooperate with the Discloser in every reasonable way to help regain possession of the Confidential Information and to prevent its further unauthorized use.

3. Exclusions. This Agreement shall not apply to Confidential Information that:

a. was properly known to the Recipient prior to receipt thereof from the Discloser;

b. is or becomes generally publicly available, other than by violation of this Agreement by the Recipient.

4. Ownership of Confidential Information. The Recipient agrees that he or it shall not receive any right, title or interest in, or any license or right to use, the Discloser's Confidential Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise. Each of the parties hereto represents, warrants and covenants that the trade secrets which he or it discloses to the other party pursuant to this Agreement have not been stolen, appropriated, obtained or converted without authorization.

4. Term.

a. The period for disclosure of Confidential Information under this Agreement shall begin on the Effective Date and shall end one (1) year thereafter.

b. All obligations of confidentiality, limited use, and nondisclosure hereunder with respect to any item of Confidential Information shall expire three (3) years from the Effective Date of this Agreement.

5. Miscellaneous.

a. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement or any rights or obligations hereunder may not be assigned by either party, except with the prior written consent of the other party.

b. No Relationship. Nothing contained herein or done hereunder shall be deemed to constitute or to create any relationship of principal or agent or partners or joint ventures or any other relationship other than expressly, and not impliedly, set forth.

c. No Warranty or Representation. Neither party hereto makes any warranty or representation hereunder, including no representation respecting safety or conformance with any governmental or other regulation or standard or concerning the utility of information disclosed hereunder or the existence or non-existence of patents or other intellectual property rights that might relate to such information or be infringed by its use.

d. Entire Agreement. This constitutes the entire Agreement between the parties with respect to the exchange of Confidential Information pertaining to the specific technical subject matter disclosed hereunder and supersedes all prior understandings between them regarding such information.

e. Governing Law. This Agreement shall be interpreted under the laws of the District of Columbia, excluding choice or conflict of laws provisions.

6. Facsimile Signatures. The parties agree that an original signature that is subsequently transmitted electronically or by facsimile has the same effect as an original signature. This Agreement may be executed in multiple copies, each of which is an original and all of which constitute one instrument.

7. Notices. All notices required or contemplated by this Agreement shall be in writing and addressed to the addresses provided herein. Each party may change the address to which notices shall be sent from time to time by giving the other party written notice of change in accordance with this Section. Notices shall be deemed to have been received:

- a. if personally delivered, on the date of delivery;
- b. if sent by facsimile, on the date of transmission or, if that day is not a business day, on the next following business day;
- c. if mailed, on the date of delivery, as shown by the addressee’s registry or certification receipt;
- d. if sent and delivered by overnight carrier, one (1) business day after the date of delivery of such communication to such carrier, as marked thereon, with applicable charges prepaid;
- e. if sent electronically, on the date of the transmission or, if that day is not a business day, on the next following business day.

8. No Unauthorized Contact. The Recipient shall not communicate with or otherwise contact any of the Discloser’s customers, suppliers, or contractors, directly or indirectly, or attempt to do so, with regard to the Confidential Information except with the prior written approval of the Discloser.

9. Remedies. The parties each expressly agree that any breach or non-performance by the Recipient of its duties and obligations under this Agreement will cause the Discloser immediate and irreparable harm for which monetary damages alone will not provide an adequate remedy. Accordingly, the Recipient hereby consents to the Discloser’s application to a court of competent jurisdiction for equitable remedies (including, but not limited to, injunctive relief and specific performance) in the event of any actual, threatened, or anticipated breach or non-performance of this Agreement by the Recipient.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed in duplicate by their duly authorized agents.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____