

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the “**Agreement**”) made as of [REDACTED], 20[REDACTED] (the “**Effective Date**”) by and between CHERRY BEKAERT ADVISORY, LLC a Delaware limited liability company (“**Cherry Bekaert**”), and [REDACTED] (“**Company**”), says as follows:

Statement of Purpose

WHEREAS, Cherry Bekaert has been requested by Company to provide professional services to Company (the “**Purpose**”). As is necessary to accomplish the Purpose, a party may disclose to the other certain “**Confidential Information**” (as defined below). When a party discloses such Confidential Information, such party is referred to in this Agreement as a “**Disclosing Party**,” and when it receives Confidential Information, such party is referred to as a “**Receiving Party**.”

NOW THEREFORE, in consideration of the promises and obligations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree as follows:

1. Definition of Confidential Information. As used in this Agreement, the term “**Confidential Information**” means nonpublic information that (i) a Disclosing Party designates as being confidential to a Receiving Party, or (ii) by reason of its nature would be treated as confidential by a reasonable Receiving Party. Confidential Information includes, without limitation, any technical or non-technical information, data or know-how, including that which relates to business plans or business methods that derive economic value from not being generally known to other persons or easily ascertainable by other persons, including business policies, documents, financial data, plans and forecasts, research, products and/or services, product and/or services plans, product and/or services pricing and strategy, models, tools and templates, requests for proposals, proposals, actual or proposed alliance partners, actual or proposed vendors, service offerings and pricing, actual or proposed clients, client usage, and client purchasing potential, actual or proposed markets, sales and marketing materials and methods, software, developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information. Confidential Information does not include any information that the Receiving Party can demonstrate (a) is lawfully in the possession of or known to the Receiving Party at the time of disclosure as shown by the Receiving Party’s files and records immediately prior to the time of disclosure, (b) is now, or after the time of disclosure becomes generally known to the public, through no wrongful action or inaction of the Receiving Party, (c) is rightfully obtained by the Receiving Party from a third party, without breach of any obligation to the Disclosing Party, (d) is approved in advance in writing for release by the Disclosing Party, (e) is independently developed by the Receiving Party without the use of any Confidential Information of the other party and as evidenced by written records, or (f) is produced to a third party to comply with any applicable demand, law, order, regulation or ruling, or in response to a subpoena or order of a court or administrative agency, provided that Disclosing Party is notified sufficiently prior to disclosure to seek a protective order regarding such production, unless prohibited by law.

2. Treatment of Confidential Information and Prohibitions

a) Treatment. Each party agrees to keep confidential the Confidential Information of the other party and further agrees to use such information solely for the Purpose. Except as authorized by this Agreement, the Receiving Party shall not use any Confidential Information for its own or any third party’s benefit, without the prior written approval of an authorized representative of the Disclosing Party.

b) **Prohibitions.** Except as otherwise expressly agreed, each party further agrees that the Confidential Information shall not be disclosed to any third party, except that a Receiving Party may disclose the Confidential Information or portions thereof to those of its members, directors, officers, employees, representatives and agents (collectively, “**Representatives**”) who need to know such information for the purpose of evaluating and analyzing the Purpose. Each party shall take all reasonable measures to protect the confidentiality of all Confidential Information it receives and prevent it from becoming part of the public domain or coming into the possession of anyone other than as permitted hereunder. Such measures shall include, but not be limited to, the same degree of care that a party utilizes to protect its own similar proprietary information, which shall be no less than reasonable care.

3. **Return of Materials.** Upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information, together with all copies thereof. Nothing herein shall be deemed to affect in any way Cherry Bekaert's right to retain one copy of the Confidential Information in its files to comply with professional standards or for archival purposes; provided, however, that such copy shall be protected in accordance with the terms of this Agreement.

4. **Disclaimers.** Nothing in this Agreement shall be construed as granting any rights to the Receiving Party or any of its Representatives with respect to any Confidential Information of the Disclosing Party, other than the limited right to review in accordance with this Agreement, solely for the Purpose, any Confidential Information which is disclosed to the Receiving Party or its Representatives pursuant to this Agreement. Each party understands that nothing in this Agreement requires the disclosure of any Confidential Information to the other party, which shall be disclosed, if at all, solely at the discretion of the Disclosing Party.

5. **Term; Termination.** This Agreement shall commence on the Effective Date, and shall continue in effect for two (2) years, unless terminated earlier by either party. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice. Notwithstanding the foregoing, each party's obligations hereunder shall survive any termination of this Agreement and shall remain in effect for two (2) years following the date on which Confidential Information is last disclosed to the Receiving Party.

6. **Miscellaneous Provisions.**

a) **Benefit/Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns; provided, however, that Company may not assign this Agreement without the prior written consent of Cherry Bekaert, which consent shall be subject to Cherry Bekaert's sole discretion.

b) **Third Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the Company, Cherry Bekaert, and their respective permitted successors or assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

c) **Waiver of Breach; Cumulative Remedies.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof. All remedies under this Agreement, at law, in equity or otherwise afforded are cumulative and not alternative.

d) **Notices.** Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received if sent via overnight courier, or when received if sent via United States mail, with postage prepaid thereon, certified or registered

mail, return receipt requested, addressed to the applicable address stated on the signature page of this Agreement, as either party's addresses is changed from time to time by such party pursuant to notice in accordance with this Section.

e) **Divisions and Headings.** The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

f) **Drafting.** No provision of this Agreement shall be interpreted for or against either party hereto on the basis that such party was the draftsman of such provision, each party having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

h) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Virginia without giving effect to such State's principles of conflicts of law.

i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

j) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof, and merges all prior negotiations, representations, understands, agreements and drafts of the parties, whether oral or written, with regard to such subject matter. Any and all other written or oral agreements existing between or among any of the parties regarding such subject matter are expressly canceled.

[Signatures on next page]



IN WITNESS WHEREOF, the Company and Cherry Bekaert have executed this Agreement as of the date first above written.

Company

By: _____

Name: _____
(print)

Title: _____

Address for Notices: _____

Cherry Bekaert Advisory LLC

Address for Notices: _____

