

Passé IP, LLC Non-Disclosure Agreement

This **Agreement** is made by and between Passé Intellectual Property, LLC (the “Receiving Party”) and _____ and its successors in interest (the “Disclosing Party”).

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information that is strictly confidential in nature. This information may include proprietary commercial information as well as confidential client information that may be protected from disclosure under the Attorney-Client privilege.

Proprietary commercial information may include: computer software, spreadsheets and/or databases, trade secrets, patents & trademarks, names and expertise of employees and consultants, professional know-how, processes, ideas, inventions (whether patentable or not), correspondence and other business, financial, customer, supplier and product development plans, forecasts, strategies and information, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as “Proprietary Information” of the Disclosing Party.

Confidential client information may include: names and/or identities of clients, private correspondence to and from clients or third parties on clients’ behalf, internal attorney work product, notes, client files and related documentation, billing and payment histories, which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as “Confidential Information” of the Disclosing Party.

In consideration of the parties’ discussions and any access the Receiving Party may have to Proprietary and/or Confidential Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party agrees: (i) to hold the Disclosing Party’s Proprietary and/or Confidential Information in strict confidence as a fiduciary and to take all reasonable precautions to protect such Proprietary and/or Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own most confidential materials), (ii) not to divulge any such Proprietary and/or Confidential Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary and/or Confidential Information except for the sole limited business purposes of providing the products and services contracted between the Disclosing and Receiving Parties, (iv) not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Proprietary and/or Confidential Information. Any employee given access to any such Proprietary and/or Confidential Information must have a legitimate “need to know” and shall be similarly bound in writing.
2. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (i), (ii), (iii) and (iv) shall not apply with respect to any information that the Receiving Party can document: (i) is generally known to the public (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant, or employee), (ii) was rightfully in its possession or rightfully known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party without restriction. The Receiving party may make

disclosures required by court order provided the Receiving Party uses its best efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

3. Immediately upon (i) the decision by either party not to enter into the **Agreement** contemplated by paragraph 1, or (ii) a request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party's address herein), the Receiving Party will turn over to the Disclosing Party all Proprietary and/or Confidential Information of the Disclosing Party and all documents or media containing any such Proprietary and/or Confidential Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary and/or Confidential Information of the Disclosing Party, which shall be disclosed if at all solely at the option of the Disclosing Party, or (ii) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary and/or Confidential Information may be disclosed.
4. Except to the extent require by law or as expressly agreed to in writing by the Disclosing Party, the Receiving Party shall not disclose the existence or subject matter of the negotiations or business relationship contemplated by the parties hereto.
5. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary and/or Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the Disclosing Party and/or its own clients. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, **attorney's** fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary and/or Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.
6. If any of the provisions of this **Agreement** shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this **Agreement** shall otherwise remain in full force and effect.
7. This **Agreement** shall be governed by the law of the State of North Carolina without regard to the conflicts of law provisions thereof. This **Agreement** supersedes all prior discussions and writings and constitutes the entire **Agreement** between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this **Agreement** shall be entitled to costs and attorneys' fees.
8. No waiver or modification of this **Agreement** will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. The obligations contained herein shall continue in perpetuity. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this **Non-Disclosure Agreement** as of the day and year set forth below.

DISCLOSING PARTY

RECEIVING PARTY

By _____

By _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____