



NON-DISCLOSURE AND NON-USE AGREEMENT (Reciprocal)

This Non-disclosure and Non-Use Agreement (the "Agreement") is entered into as of this ___ day of _____, 20__ between _____ and _____, hereafter referred to jointly as the Parties.

1. **Purpose** – The Parties will be engaged from time to time in discussions and/or relationships regarding their respective clients/ contacts for: transactions, fund raising, and other advisory services. In order to further those discussions or relationships, either party may disclose to the other party information that it deems Confidential and/or Proprietary to itself or its clients/ contacts. This Agreement is intended to bind the Parties from disclosing this Confidential and/or Proprietary Information as herein provided or from using the information for purposes other than those discussions or relationships.
2. **Definition** – "Confidential and/or Proprietary Information" means any soft or hard copy information of a client indicated as "Confidential" or "Proprietary" and furnished by either party to the other party. Confidential and/or Proprietary Information shall not include information which (i) at the time of disclosure, is available to the general public; or (ii) at a later date, becomes available to the general public through no fault of receiving party and then only after such later date; or (iii) receiving party can demonstrate was in its possession before receipt; or (iv) is disclosed to receiving party without restriction on disclosure by a disclosing party who had the lawful right to disclose such information. Information shall not be deemed to be available to general public for the purposes of the above exclusions from the definition of Confidential or Proprietary Information (v) merely because it is embraced by more general information in the prior possession of recipient or of others, or (vi) merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential and/or Proprietary Information.
3. **Nondisclosure and Non-Use of Confidential or Proprietary Information**
 - a. Both parties agree not to disclose the Confidential and/or Proprietary Information to others or to employees except those employees/ contacts/ partners who are required to have the information in order to carry out the contemplated purposes described in paragraph 1 above. Both Parties agree that they will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential and/or Proprietary Information in order to prevent such information from falling into the public domain or the possession of unauthorised persons. Each party agrees to notify the other in writing of any misuse or misappropriation of such Confidential and/or Proprietary Information which may come to its attention.
 - b. The obligations of the receiving party under this Agreement with respect to any Confidential and/or Proprietary Information will continue for a period of one (1) year from the date of first disclosure of the Confidential and/or Proprietary Information.
4. **Return of Materials.** Any materials or documents of which have been furnished in accordance to this agreement will be promptly returned, accompanied by all copies of such documentation, at the request of the disclosing party.

IN WITNESS WHEREOF, the undersigned have executed this Nondisclosure Agreement of the date first written above.

Signed:	Signed:
Name:	Name:
On behalf of:	On behalf of: