



NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement ("**Agreement**"), effective this ____ day of _____ 20__, is by and between Smart1 Management Solutions, LLC., a Maryland corporation, having a principal place of business at 14414 Old Mill Road, Suite 201, Upper Marlboro, MD 20772 (**Smart1**) and _____, _____, _____ (Company). Hereinafter, Smart1 and Company may be collectively referred to as the "**Parties**" or individually referred to as a "**Party**."

WHEREAS each Party desires to disclose to the other, on a confidential basis, certain information relating to _____.

WHEREAS each Party is willing to receive such information about the other, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree as follows:

1. **PROPRIETARY INFORMATION**. As used herein, the term "**Proprietary Information**" shall mean written or documentary, recorded, machine readable, or other information in a tangible form, information that (i) relates to the Subject Matter, (ii) is received by one Party from the other Party as provided in Paragraph 6 below, and (iii) is clearly marked proprietary, confidential, or bears a marking of like import. Information disclosed orally or visually shall be considered Proprietary Information only to the extent that it is identified as proprietary at the time of disclosure. Each Party shall endeavor to keep to a minimum the amount of Proprietary Information that is furnished to the other upon which restrictions are imposed.

2. **NON-PROPRIETARY INFORMATION**. Information shall not be deemed proprietary, and the receiving Party shall have no obligation with respect to any such information, that:

- a. is or becomes known publicly through no wrongful act of the receiving Party; or
- b. is already known to the receiving Party, free of restriction as evidenced by competent proof; or
- c. is approved for release by the prior written approval of the disclosing Party; or
- d. is lawfully received by the receiving Party from a third party without restriction and without breach of this Agreement; or
- e. is disclosed by the disclosing Party to a third party without a similar restriction on the rights of such third party; or
- f. is developed independently by or for the receiving Party without use of the Proprietary Information.

3. **SAFEGUARDING AND LIMITATIONS ON USE**. The receiving Party shall hold Proprietary Information of the disclosing Party in confidence, use such information solely for use

on the Subject Matter set forth above, and reproduce Proprietary Information only to the extent necessary for use on the Subject Matter. The receiving Party shall not use, nor cause to be used, Proprietary Information of the disclosing Party to the economic detriment of the disclosing Party.

4. PERIOD OF NONDISCLOSURE. The receiving Party shall not disclose to any third party any Proprietary Information received pursuant to this Agreement, in whole or in part, for a period expiring two (2) years after receipt from the disclosing Party notwithstanding the earlier termination of this Agreement.

5. DEGREE OF CARE. The receiving Party shall (i) use at least the same degree of care in safeguarding Proprietary Information as it uses for its own Proprietary Information of like import provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use, (ii) limit access to Proprietary Information to those of its employees who have a need to know and inform its employees who have access to Proprietary Information of its obligations under this Agreement, and (iii) upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information, promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use and promptly notify the disclosing Party.

6. TERM. This Agreement shall become effective as of the effective date first written above and shall apply only to Proprietary Information disclosed by the disclosing Party during the period of one (1) year following the effective date ("the term of this Agreement"). The term of this Agreement may be extended by mutual written agreement between the Parties. Either Party may terminate this Agreement by providing written notice to the other. Notwithstanding the above, the provisions concerning nondisclosure of Proprietary Information received under this Agreement shall survive the expiration or termination of this Agreement.

7. LIMITED WARRANTY. The disclosing Party warrants that it has the right to transmit or otherwise disclose to the receiving Party information disclosed to the receiving Party hereunder. The disclosing Party makes no other warranties, express or implied, with respect to information delivered under this Agreement.

8. SEVERABILITY. Should any provision of this Agreement be determined to be unenforceable or prohibited by any applicable law, this Agreement shall be considered severable as to such provision which shall then be inoperative, but the remaining provisions shall be valid and binding.

9. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement contains the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by each of the Parties.



SMART1 Management Solutions

Smart1 Management Solutions
14414 Old Mill Road, Suite 201
Upper Marlboro, MD 20772

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Smart1 Management Solutions

14414 Old Mill Road
Suite 201
Upper Marlboro, MD 20772

Signed

Signed

Name

Name

Title

Title

Date

Date