



CONFIDENTIALITY AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT entered into as of this ____ day of _____, 20____, by and between _____, with its principal office at _____ and The Cabinet, LLC.

WHEREAS, the parties wish confide with one another, support fellow members personally and professionally and to enter into discussions concerning a potential transaction and/or business relationship between them and their clients.

WHEREAS, in the course of such discussions each party may disclose to the other party certain personal, business and technical information which the disclosing party deems confidential and proprietary.

THEREFORE, the parties hereby agree as follows (the "Agreement");

- 1) Each party and its respective Representatives, and other Cabinet Members as defined below (collectively, the "Recipient") may receive from the other party, other Cabinet Members, or its Representatives (collectively, the "Disclosing Party") oral and written information from the Disclosing Party with respect to the Disclosing Party's business, assets, financial condition, and other business information, as well as personal information, and therefore is reasonable under the circumstances that they maintain its secrecy and confidentiality (collectively, "Confidential Information"). As a condition to furnishing such Confidential Information each party agrees to treat and to cause its officers, employees, affiliates, advisors and legal counsel (collectively, with their respective successors and assigns, "Representatives") to treat as set forth below, confidentially, the Confidential Information of the other party furnished to it or its Representatives; together with documents or records prepared by the Recipient or its Representatives, or the Disclosing Party or its Representatives, which contain or otherwise reflect the Disclosing Party's Confidential Information. For purposes hereof, such documents or records shall also be deemed Confidential Information.
- 2) Each party acknowledges and agrees that the Confidential Information of the other party is a valuable asset of such party and has competitive and intellectual value.
 - a) For two (2) years following the later to occur of (1) the Recipient's receipt of any item of Confidential Information from the Disclosing Party, or (2) the termination of actual relationship with The Cabinet LLC, or (3) business between the Recipient and the Disclosing Party anticipated under this Paragraph 3e below, the Recipient shall use and require its Representatives to use, at a minimum, the same degree of care to protect the Confidential Information as is used with the Recipient's confidential and proprietary information, but in no event allowing the degree of care to be less than holding the Confidential Information in trust and confidence as a reasonable person will be expected to use.
 - b) The Recipient further agrees not to copy, reproduce, distribute, transmit, reverse engineer, disassemble or decompile any Confidential Information without the prior written consent of the Disclosing Party.



- 3) The term "Confidential Information" shall not include information which (a) is generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, (b) is available to the Recipient from a source other than the Disclosing Party or its Representatives.
- 4) If a Recipient or its Representatives are requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Disclosing Party's Confidential Information, it will notify the Disclosing Party promptly so that the Disclosing Party may seek an appropriate protective order or take any other action.
- 5) Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in any Confidential Information disclosed hereunder which in all respects shall remain the property of and with the Disclosing Party.
- 6) This Agreement shall survive the termination of any negotiations or discussions between the parties, The Cabinet LLC, hereto for a period of two years and may not be modified or terminated, in whole or in part, and no release hereunder shall be effective except by means of a written instrument executed by the parties hereto.
- 7) In the event any one or more of the provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the invalid, illegal or unenforceable provisions(s) shall be replaced by mutually acceptable provisions(s), which being valid, legal and enforceable come(s) nearest to the intentions of the parties.
- 8) This Agreement shall be governed by and construed in accordance with the laws and courts of the claimant party's jurisdiction without application of its conflict of laws rules.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to sign this Agreement as of the date first above written.

Name: _____

Name: _____

Company: *The Cabinet, LLC*

Company: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____