



Non-Disclosure Agreement

This one-way nondisclosure agreement is effective as of _____, 2020 between Greg A. Lee & Associates, Inc. (“Recipient”) and _____ (“Discloser”). It will remain effective with regard to each piece of Confidential Information (as defined below) as long as such piece of Confidential Information remains confidential (see below for when that changes).

1. Recipient and Discloser wish to discuss, and potentially enter into, a business relationship (the “Confidential Discussions”) and both parties want the Confidential Discussions to remain private and confidential and for Recipient to restrict the use of the information shared as set forth below. Recipient will not disclose Discloser’s Confidential Information (as defined below) or the fact that the members are engaged in the Confidential Discussions to any third party. Further, Recipient will only use Confidential Information for the sole purposes of the Confidential Discussions.

2. Recipient will take commercially reasonable steps to protect Discloser’s Confidential Information from unauthorized access and use with at least the same degree of care Recipient uses to protect its own confidential and proprietary information. Recipient may only disclose Confidential Information to its employees or contracted representatives if those parties have agreed to maintain the confidentiality of the information in writing and have a legitimate reason to know the Confidential Information as part of the Confidential Discussions. Recipient is responsible for any violations of this agreement by its employees or contracted representatives.

3. All Confidential Information disclosed by Discloser remains Discloser’s sole property and no license or other rights are granted under this agreement. Discloser at any time may request Recipient to return or destroy any documents or communications that include Confidential Information of Discloser (although Recipient is not required to delete back-up files or auto archived files as long as those remain in a secured environment). Further, either party can discontinue the Confidential Discussions at any time for any or no reason and is under no obligation to do business with the other party.

4. If Recipient is required by law or court order to disclose any Confidential Information, Recipient may disclose the minimum amount of Confidential Information required to comply with the law or order provided Recipient first notifies Discloser and gives Discloser an opportunity to limit the disclosure. If Discloser believes Recipient is violating this agreement, Discloser may pursue an injunction as well as any other available remedy.

5. “Confidential Information” is all information disclosed by Discloser in connection with the Confidential Discussions, whether in writing or orally. Information is not Confidential Information if it is publicly known (other than due to a violation of this agreement), is obtained from a third party (provided that third party is permitted to share it), is independently developed without using or referencing any Confidential Information, or is previously known by Recipient.

6. This agreement shall be governed in all respects by the laws of the State of Illinois, without regard to choice of law principles. This agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all oral or written agreements concerning such Confidential Information. The failure by Discloser to enforce his or her rights under this agreement will not be deemed a waiver of his or her rights.

The parties have executed this agreement as of the date set forth above.

Greg A. Lee & Associates

[PRINT NAME]

By: Greg A. Lee, President