



## Reciprocal Non-Circumvention, Non-Disclosure & Confidentiality Agreement

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2013 BETWEEN **ABC Inc. xxxx and Principals Name** \_\_\_\_\_, (hereinafter called "**XXXXX**"), with offices located at: **XXXXXXXXXXXXXXXXXXXX** and **Global Bridge Holdings, and Michael Conlon/Managing Partner** (herein after referred to as "**GBH**") with offices located at: 4830 W. Kennedy Blvd., Tampa, FL 33611

### RECITALS

- 1) The Parties wish to undertake trade in various Intellectual properties acquisition and development, equity and debt financing and general business development activities ("The Permitted Purpose"). **ABC XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (and its affiliates) ,**GBH, and their clients and associates are all to be covered under this agreement.** In addition, this agreement extends to all subsidiaries, affiliates and successors in interest to the above referenced companies. Misspelling or inadvertent differentiation in the technical corporate name shall not preclude protection hereunder.
- 2) The Parties recognize that unauthorized disclosure of the Confidential Information and/or the circumvention of any of the named entities, their affiliates, subsidiaries or successors in interest, could cause the Parties commercial harm. Therefore, they are willing to enter into this Agreement freely and without duress in accordance with the provisions of this Agreement.

NOW IT IS AGREED as follows:

### Definitions

In this Agreement, the following words are to have the following meaning:

1. 'Confidential Information' means:

In respect of Information provided in documentary form or by way of a model or in other tangible form, Information that at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence;

Initials: \_\_\_\_\_

In respect of Information that is imparted orally, any Information that the Disclosing Party or its representatives informed the Receiving Party or its representatives at the time of disclosure was imparted in confidence;

Any copy of any of the foregoing; and

The fact that discussions are taking place between the Disclosing Party and the Receiving Party.

2. 'Information' means but is not limited to information and data whether concerning commercial, financial, technical or any matter whatsoever provided directly or indirectly by the Disclosing Party to the Receiving Party orally or in documentary form or other tangible form or by demonstration and whether before, on or after the date of this Agreement].
3. 'Permitted Purpose' has the meaning given in Recital (1) above.
4. Non-Circumvention – Shall have the meaning, as it is used in this agreement, of any and all acts that are perpetrated by **ABC xxxxxxxx** to go around, contact for the purposes of excluding and named entity or the general disregard of the formal relationships that are here in named. **ABC xxxxxxxxxx** specifically agrees not to contact any of these entities, either directly or indirectly through third parties, without the express written consent of **Global Bridge Holdings,LLC**.

### **Obligations of the Receiving Party**

For a term of four (4) years from the date of this Agreement the Receiving Party undertakes to the Disclosing Party to:

Receive and keep the Confidential Information secret and confidential and not disclose such Confidential Information to any third party;

Take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as to ensure that patentability is not destroyed through making information available to the public, for instance by written or oral description;

Use the Confidential Information only for the Permitted Purpose;

Only disclose the Confidential Information under binding obligation of confidence (which it undertakes to enforce and for which it is legally responsible) to those of its subsidiaries, employees, sub-contractors, seconded staff, officers, agents, consultants and collaborators as need to have access thereto wholly necessarily and exclusively for the purposes of the Project at their request.

Not without the Disclosing Party's prior written consent make any commercial use of or make any commercial gain from the Confidential Information or seek to obtain any protection of the intellectual property contained in the confidential information;

Promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information falls within the provision of clause 3.

### **Limitation of the obligation of Recipient**

Initials: \_\_\_\_\_

Clause 2 shall not apply to Confidential Information which:

Was known to the Receiving Party prior to its communication by or through the Disclosing Party (as evidence by the Receiving Party's records); or

Is or becomes in the public domain except by any default or fault of the Receiving party or any person acquiring it from the Receiving Party; or

Becomes known to the Receiving Party by the action of another person not in breach of any obligation or confidentiality owed to the Disclosing Party.

### **Return of Confidential Information**

Upon termination of this Agreement, in the event that the Receiving Party is in breach of any of the conditions of this Agreement; and at any other time on the written request of the Disclosing Party, the Receiving Party will immediately return the Confidential Information and any copies of it made by or in the possession of or under the control of the Receiving Party pursuant to this Agreement, and make no further use or disclosure of any of the Confidential Information. If the Disclosing Party so dictates, the Confidential Information shall be destroyed under the above circumstances.

The Receiving Party may, however, keep one copy of the Disclosing Party's Confidential Information in its legal advisor's files solely for the purpose of enabling it to comply with the provisions of this Agreement.

### **Limitation of transferred rights**

The Recipient acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Disclosing Party, including any documents, files and any other items containing any Confidential Information belongs to the Disclosing Party. It will not be removed from the Receiving Party's address not be given to any other person or parties.

This Agreement is neither to prejudice nor limit the rights of the Disclosing Party in respect of any intellectual property rights in the Confidential Information.

Except as provided for in this Agreement the Receiving Party may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

This Agreement is not to be construed to:

Grant the Receiving Party any license or rights other than as expressly set out in this Agreement in respect of the Confidential Information; nor

Require the Disclosing Party to disclose any Confidential Information to the Receiving Party.

### **Limitation of liability of Disclosing Party**

Initials: \_\_\_\_\_

The Disclosing Party gives no warranties in relation to the Confidential Information disclosed by it under this Agreement and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficiency, completeness, capabilities or safety or any materials or information provided under this Agreement.

**Non-Circumvention**

The Parties mutual agree not to circumvent the other party and to use their best efforts, within reason, to insure their respective clients do not circumvent the other Party to their financial detriment.

**Notices**

All notices required to be served pursuant to this Agreement are to be made in writing to the addresses at the head of this Agreement.

**Law and disputes**

The validity, construction and performance of this Agreement are to be governed by US law. Any dispute arising under or in connection with this Agreement is to be subject to the exclusive jurisdiction of the US courts to which the Parties to this Agreement submit.

**Third Parties**

This Agreement does not create any right enforceable by any person who is not a party to it (Third Party) under the Contracts (Rights if Third Parties) Act 1999, but this clause does not affect any right or remedy of Third Party, which exists or is available apart from that Act.

For and on behalf of:

**Global Bridge Holdings**

**ABC xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Michael Conlon

Print Name:

Title: Managing Partner

Title:

Initials: \_\_\_\_\_