

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This RECIPROCAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and between **Brunswick County Industrial Development Authority**, located at 116 W. Hicks Street, Lawrenceville, Virginia, and _____, which an address of _____, each a "party" and collectively known as the "parties"

RECITALS:

The Parties desire to share Confidential Information, as such is defined in this Agreement, and agree to abide by the terms of this Agreement to maintain the confidentiality of the shared information. In addition, the parties may inadvertently gather confidential information as defined below.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, a Party receiving Confidential Information shall be known as a "Receiving Party;" the Party disclosing the Confidential Information to the Receiving Party shall be known as the "Disclosing Party." The Receiving Party may have access to "Confidential Information" defined as information and materials in which the disclosing party has a proprietary interest, could have commercial value in the business in which the Disclosing party is engaged or competition-sensitive business information.
2. **ACKNOWLEDGMENT OF OWNERSHIP.** Each Party hereby acknowledges and agrees that all Confidential Information of the Disclosing Party is the property of and is reserved by and for the benefit of the Disclosing Party.
3. **ACKNOWLEDGMENT OF CONFIDENTIALITY.** Each Party hereby acknowledges and agrees that Confidential Information is being disclosed in strict confidence solely and exclusively for the purpose of furthering the interest of the Disclosing Party. No Receiving Party shall use Confidential Information from a Disclosing Party for any purpose other than as set forth in this Agreement without prior written authorization by the relevant Disclosing Party.
4. **PRESERVATION OF CONFIDENTIALITY.** The Receiving Party shall take all reasonable measures to preserve and protect the confidentiality of the Confidential Information and the Disclosing Party's and Third Parties' rights and interests. The Receiving Party shall not disclose or reveal, or induce or permit others to disclose or reveal, directly or indirectly, any of the Confidential Information to any person or entity whatsoever, without the express prior written consent of the Disclosing Party.
5. **RETURN OF DOCUMENTS.** As soon as the purpose(s) for which the Confidential Information was made available to the Receiving Party have been accomplished, or sooner if requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all Confidential Information.

6. **NON-COMPETE/NON-CIRCUMVENTION.** The Receiving Party shall not make, have made, use or sell for any purpose any product, service, or other item using, incorporating or derived from any Confidential Information of the Disclosing Party, without the Disclosing Party's prior written consent.
7. **INDEMNIFICATION.** THE RECEIVING PARTY SHALL BE RESPONSIBLE FOR, AND SHALL INDEMNIFY THE DISCLOSING PARTY AND THIRD PARTIES AND HOLD THEM HARMLESS FROM AND AGAINST, ANY AND ALL LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES AND ANY LOSS, DAMAGE, OR EXPENSE RELATED TO ENFORCEMENT BY THE DISCLOSING PARTY OR THIRD PARTIES OF THEIR PROPERTY RIGHTS AGAINST OTHERS) INCURRED BY THE DISCLOSING PARTY OR THIRD PARTIES AS A RESULT OF ANY FAILURE OF THE RECEIVING PARTY, ITS EMPLOYEES OR AGENTS, TO USE REASONABLE EFFORTS TO MAINTAIN THE CONFIDENTIALITY OF CONFIDENTIAL INFORMATION IN ACCORDANCE WITH THE TERMS HEREOF.
7. **SURVIVAL OF OBLIGATIONS.** The obligations of the Receiving Party hereunder shall survive the termination of the period of disclosure and continue as to each item of the Confidential Information until such item shall have entered the public domain other than through the wrongful acts of the Receiving Party, its employees or agents.
8. **AMENDMENT OR WAIVER.** No amendment, deletion, addition, modification or other change in this Agreement shall be effective unless in writing and signed by both parties.
9. **EQUITABLE RELIEF.** Each Party acknowledges that the Confidential Information obtained under this Agreement includes confidential and/or proprietary properties having substantial value to the Disclosing Party and/or Third Parties, and that a breach by the Receiving Party of its obligations as to the confidentiality and use of Confidential Information will result in irreparable injury to the Disclosing Party and/or Third Parties. Each Party agrees and consents to the entry of an injunction by any court of competent jurisdiction prohibiting such practices as are prohibited under this Agreement upon a showing by the Disclosing Party of a reasonable belief that the Confidential Information disclosed to the Receiving Party hereunder is/may be used, disclosed, or copied contrary to the terms of this Agreement. Nothing contained in this paragraph shall be deemed to restrict or prohibit the exercise by the Disclosing Party or Third Parties of any other rights and/or remedies that they may have at law or equity upon any breach by the Receiving Party of its obligations hereunder, which shall be considered cumulative and in addition to the express remedy set forth above.
10. **CONTROLLING LAW.** All questions concerning the validity or operation of this agreement and the performance of obligations imposed upon the Parties hereunder shall be governed by the laws of the Commonwealth of Virginia irrespective of its choice of law rules.
11. **BINDING EFFECT.** No Party shall assign any of its rights or obligations hereunder, except to a successor in interest, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12. **SEVERABILITY.** In the event that any portion, term or condition of this Agreement is for any reason held to be illegal or invalid, this Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein, and the remaining provisions hereof shall continue in full force and effect.

13. **GENERAL.** No Party shall have an obligation to disclose any Confidential Information to any other Party or to enter into any further agreement(s) or transactions between the Parties by virtue of this Agreement.

14. **MISCELLANEOUS.** (a) No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

(b) Each Party has read and understands this Agreement and its significance and consents to be bound by its terms and conditions. This Agreement has been negotiated at arm's length between persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law, including, but not limited to, statutes, legal decisions, or common law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is of no application and is hereby expressly waived.

(c) All notices or other communications that are required to be given or may be given to the Parties pursuant to the terms of this Agreement shall be sufficient in all respects if given in writing and if delivered personally, by telecopy, by overnight courier, or by registered or certified mail, postage prepaid, to the receiving Party at the address set forth in the preamble to this Agreement. Notice shall be deemed given on the date of delivery, in the case of personal delivery or telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

(d) This Agreement may be executed in any number of counterparts and by facsimile signature, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the Effective Date set forth above.

Brunswick County Industrial Development Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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