

Non-Disclosure Agreement

This Non-Disclosure Agreement (the “Agreement”), effective as of (“Effective Date”), is made by and between Stratus Concept LLC, an Illinois corporation.

and ("CLIENT"), an Illinois corporation with offices located at:

Address:

Email:

Phone:

WHEREAS, the parties are interested in exploring the feasibility of entering into a business relationship for the purpose of

- Development Project
 - Technical Services
- (the “Purpose”);

WHEREAS, in connection with the Purpose, it is necessary for the parties to disclose certain confidential and/or proprietary information to each other including, but not limited to, certain technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information, irrespective of the form of communication (collectively, “Confidential Information”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

- 1. Disclosure of Confidential Information.** The parties may disclose and transmit certain Confidential Information, as the disclosing party determines in its discretion, to each other in connection with the Purpose. Any Confidential Information so supplied shall be marked or otherwise identified as “Confidential.”
- 2. Maintenance of Confidentiality.** The Confidential Information shall be used by the receiving party solely for the Purpose. The receiving party shall not, either directly or indirectly:
 1. Use any Confidential Information for any other purpose; or
 2. Disclose, reveal, report, publish or give any Confidential Information to any other person or entity.
- 3. Exceptions.** The obligations of the receiving party under Paragraph 2 shall not extend to any part of the Confidential Information that:
 1. Can be demonstrated to have been publicly known at the time of the disclosing party’s disclosure of such Confidential Information to the receiving party;
 2. Becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party;
 3. Can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information;
 4. Is furnished to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or
 5. Is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure.
- 4. Return of Confidential Information.** The receiving party acknowledges and agrees that all Confidential Information and all reports, data, notes and other documents and records made or compiled by the receiving party or made available to the receiving party by the disclosing party



- concerning the Confidential Information are and shall remain the property of the disclosing party. All such Confidential Information and other materials and documents, and all copies thereof, in the possession or control of the receiving party shall be promptly delivered to the disclosing party upon request by the disclosing party.
- 5. **No Other Rights.** Nothing in this Agreement shall be deemed to constitute the grant by the disclosing party to the receiving party of any license or other right with respect to any intellectual property right or interest belonging to the disclosing party.
 - 6. **No Assignment.** This Agreement is personal to the parties and may not be assigned without the prior written consent of the other party.
 - 7. **Governing Law.** The construction, validity, performance, enforcement and effect of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.
 - 8. **Amendment.** This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated in whole or in part, except by an instrument in writing, agreed to and signed by a duly authorized representative of each party.
 - 9. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in respect thereof.
 - 10. **Term.** The obligations of each party under the terms of this Agreement shall continue in full force and effect for three years after the Effective Date.

IN WITNESS WHEREOF, CLIENT and Stratus Concept LLC have executed this Agreement as of the date set forth in the first paragraph.

X

X

Peter C Salerno Jr

Signed By Peter Salerno
Signed On: July 20, 2023



Signature Certificate

Document name: Non-Disclosure Agreement

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Audit

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online activity and events recorded for this contract.