



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement")

In order to facilitate discussions relating to the possible participation by  (Click or tap here to enter text.) ("Company"), with offices at  (Click or tap here to enter text.) in a business transaction with **General Datatech, L.P.** ("GDT"), with offices at 999 Metromedia Place, Dallas, Texas 75247, it will be necessary for each party (a "Recipient") to receive, review and analyze certain information that other party (the "Disclosing Party") regards as proprietary and confidential in nature. Each party hereto understands that the other party is willing to furnish such information solely for the purpose of discussions concerning a proposed business transaction and pursuant to the following terms and conditions:

1. "Proprietary Information" shall mean all information disclosed before or after the date of this Agreement by Disclosing Party or its representatives to Recipient, orally or in writing, in accordance with the provisions of this Agreement. "Proprietary Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its directors, officers, employees, or representatives, (b) is or becomes available to Recipient on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not bound by a confidentiality agreement with the Disclosing Party in respect thereof; or (c) is within the possession of Recipient prior to its being furnished to the Recipient by the Disclosing Party, provided that the source of such information is not bound by a confidentiality agreement with the Disclosing Party in respect thereof.
2. The Proprietary Information will be kept confidential and will not, without the prior written consent of the Disclosing Party be disclosed by Recipient or its representatives to any third party. Recipient agrees to transmit the Proprietary Information only to those representatives who need to know the Proprietary Information for the purpose of evaluating the business transaction being contemplated by and between the parties, who are informed of the confidential nature of the Proprietary Information, and who agree to be bound by the terms of this Agreement.
3. The Proprietary Information shall not be: (a) used by Recipient to invent, create, modify, adopt or manufacture any product or to provide, perform or furnish any services which would directly or indirectly compete or be used in lieu of the products or services of the Disclosing Party; (b) used by Recipient in any manner in the furtherance of its business and operations or to the detriment of the business or operations of the Disclosing Party; (c) reproduced without the consent of the Disclosing Party; or (d) disclosed to third parties without the prior consent of the Disclosing Party unless such disclosure is required by law, rule or regulation binding on Recipient. In the event that Recipient is requested or required by legal process or by operation of applicable law to disclose any Proprietary Information, it is agreed that Recipient will provide the Disclosing Party with prompt notice of such requests so the Disclosing Party may seek an appropriate protective order or other remedy and/or waive compliance by Recipient with the provisions of this Agreement.
4. Except to the extent provided by this Agreement, Recipient shall not disclose to any other person the fact that the Proprietary Information has been made available, that discussions or negotiations are taking place concerning a possible transaction with the Disclosing Party, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, except as required by law and then only with written notice as soon as possible to the Disclosing Party.



5. Upon request in writing by the Disclosing Party: (a) all copies, in whatever form held or maintained, of any Proprietary Information furnished by the Disclosing Party or its representatives to Recipient shall be returned as promptly as practicable and no copies of any Proprietary Information shall be kept or maintained by Recipient; and, (b) all documents, memoranda, notes, analyses, compilations, studies, or other materials whatsoever, whether contained in printed, magnetic, electronic or other tangible media, or in information storage and retrieval systems prepared by Recipient or its representatives based on the Proprietary Information, shall be destroyed, and such destruction shall be certified in writing to the Disclosing Party by an authorized officer of Recipient supervising such destruction. Notwithstanding the return or destruction of any document containing, incorporating or referencing Proprietary Information, Recipient shall continue to be bound by its obligations of confidentiality and other obligations under this Agreement.

6. Except as set forth in the terms of this Agreement, neither GDT nor Company shall be committed in any way with respect to the matters to be discussed. Neither party makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Proprietary Information or any other information provided by such party to the other party and its representatives and neither party shall have any liability to any person resulting from the use of Proprietary Information or otherwise by the other party. Only those representations and warranties that are made in a definitive agreement between GDT and Company stating that they are enforceable will have any legal effect.

7. Neither party shall, directly or indirectly, make or cause to be made any disparaging, denigrating, derogatory, negative, misleading, or false statements regarding the other party or its associates or employees orally or in writing to any third party at any time following the execution of this Agreement.

8. Both parties agree that each company and its affiliated business entities would be irreparably injured by the breach of any provision of this Agreement, and money damages alone would not be an appropriate measure of the harm to them from such continuing breach. Therefore, equitable relief, including specific performance of these provisions by injunction, would be an appropriate remedy for the breach of these provisions. Both parties agree that any bond required to be paid by a party in connection with obtaining such injunctive relief will be nominal.

9. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto, their successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed within such state.

10. No failure or delay in a party's exercising any right, power or privilege hereunder shall operate as a waiver thereof. Any modification or waiver of the conditions of this Agreement must be in writing and be signed by both GDT and Company.

11. As used herein, "representatives" means a party's directors, partners, officers, employees, agents, advisors and representatives of advisors.



Accepted and agreed to this  (Click or tap to enter a date.)

**GENERAL DATATECH, L.P.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Company:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_