



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement"), is made and entered into effective as of this ____ day of _____ 20__, by and between Commercial Investigations LLC, a New York Limited Liability Company located at 130 Remsen Street, Cohoes, NY 12047 ("CI"), and _____, located at _____ (collectively referred to herein as the "**Parties**" and individually as a "**Party**") who have determined that the Parties need to establish terms governing the use and protection of certain confidential information that one Party ("**Disclosing Party**") may disclose to the other Party ("**Receiving Party**").

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Disclosing Party desires to provide Receiving Party with certain of its proprietary and confidential information for the limited purpose of evaluating the possibility of engaging in a mutually beneficial transaction or relationship. In consideration thereof, and as a condition to disclosure of such information, the Parties hereby agree as follows:

1. Subject to the limitations set forth herein, "**Confidential Information**" means any and all confidential, proprietary or trade secret information of Disclosing Party (whether oral, written, electronic or otherwise), including but not limited to marketing and sales data, customer lists, customer requirements, price lists, product and service lists, market studies, financial statements, business plans, the names and backgrounds of key personnel, research and development, service methods, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information, and all related notes, analyses, compilations, studies, specifications, designs, plans, enhancements, data of Disclosing Party and any notes or other materials prepared by Receiving Party or any of its partners, directors, officers, employees, agents, contractors, affiliates, attorneys and other advisors or representatives (collectively, "**Representatives**") that contain or are generated from such information.

2. Upon receipt of any Confidential Information, Receiving Party shall:

(a) only disclose such Confidential Information to those of its Representatives with a need to have access to and knowledge of the Confidential Information for the limited purpose expressly stated herein and not disclose to any other person except with the prior written approval of Disclosing Party;

(b) advise any of its Representatives who receive the Confidential Information of the existence and terms of this Agreement and of the obligations of confidentiality and non-disclosure herein; cause its Representatives to comply with this Agreement as if they were parties hereto; and be responsible for any breach of this Agreement by its Representatives;

(c) use and require its Representatives to use at least the same degree of care to protect the Confidential Information as they use to protect their own proprietary information, which degree of care shall not be less than reasonable care; and

(d) use, and require its Representatives to use, the Confidential Information only for the purpose expressly stated herein; provided that nothing in this Agreement is intended to limit or prevent either Party from continuing to operate its business in the ordinary course, including conducting business with any person who happens also to be a customer or vendor of the other Party.

3. Neither Party hereto shall be obligated to preserve the confidentiality of any Confidential Information that:

(a) prior to any disclosure by Disclosing Party was known by Receiving Party, free of any known obligation to keep it confidential;

(b) is or becomes publicly available by other than unauthorized disclosure by Receiving Party or any of its Representatives;

(c) can verifiably be shown to have been developed by Receiving Party or its Representatives independently of any Confidential Information of Disclosing Party; or

(d) is disclosed by a third party, which disclosure does not violate any obligation of confidentiality.

4. Receiving Party may disclose the Confidential Information of Disclosing Party pursuant to a valid order issued by a court or governmental agency; provided that Receiving Party only discloses that portion of the Confidential Information that is specifically required by the order, and further provided that Receiving Party provides Disclosing Party with: (a) prior written notice of such order, and (b) reasonable opportunity to oppose such disclosure or obtain a protective order or similar relief. Receiving Party agrees to cooperate with Disclosing Party in seeking any such protective order or similar relief.

5. Neither this Agreement nor any disclosure or receipt of Confidential Information shall constitute or imply any promise, intention or commitment by either Party to enter into a business transaction with the other Party. Each Party expressly reserves the right, without giving reasons therefor, to terminate discussions with the other Party, to reject any and all proposals, and to negotiate with any person, with respect to a possible transaction or series of transactions.

6. The disclosure of any Confidential Information by Disclosing Party under the terms of this Agreement does not constitute a representation, warranty, assurance, guarantee or inducement by Disclosing Party to Receiving Party with respect to the accuracy or completeness of the information.

7. All Confidential Information shall remain the exclusive property of Disclosing Party unless such Confidential Information is sold by Disclosing Party to Receiving Party. Nothing contained in this Agreement shall be construed as granting or conferring to Receiving Party or any of its Representatives any rights by license or otherwise in any Confidential Information, or under any trademark, patent, patent application, design work, copyright, trade secret or any other property right now owned or hereafter owned or controlled by Disclosing Party.

8. At any time upon written demand by Disclosing Party, Receiving Party shall, and shall cause its Representatives to, immediately return (or, at the option of Disclosing Party, destroy) all tangible or electronic Confidential Information disclosed to Receiving Party or any of its Representatives under this Agreement, along with all copies, extracts and reproductions of such information and all notes, analyses, compilations, studies, specifications, designs, plans, enhancements, data, prototypes, derivative works and all other works prepared by Receiving Party or any of its Representatives that are derived from or based on any of the Confidential Information. Receiving Party further agrees to promptly provide Disclosing Party with written certification of the satisfaction of the terms of this paragraph by Receiving Party and each of its Representatives that had possession or control of any Confidential Information. Provided, however, that Receiving Party and its Representatives may retain copies of Confidential Information, subject to the restrictions on use and disclosure contained in this Agreement, in accordance

with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of Receiving Party and its Representatives under this Agreement.

9. Receiving Party agrees that it shall not, and shall cause its Representative not to, remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any original or copies of the Confidential Information it obtains from Disclosing Party, or authorize any third party to do any of the foregoing.

10. Each Party hereto agrees, and shall cause its Representatives, not to announce or disclose to any third person its participation in discussions with the other party concerning the matters contained in this Agreement without the advance written consent of the other Party. Notwithstanding the foregoing, Receiving Party may issue a statement that contains Confidential Information if, in the opinion of its legal counsel, it is required to do so by applicable laws and if it advises Disclosing Party, at least forty-eight hours in advance, of such pending disclosure and consults with Disclosing Party as to the contents of the statement.

11. Receiving Party acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall be entitled to injunctive relief in addition to other remedies and relief that would be available at law or in equity without the necessity of proving actual damages or posting a bond. In the event of any action for breach of this Agreement by Receiving Party or its Representatives, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such action.

13. Each party, to the fullest extent permitted by applicable law, agrees that in the event a party brings any action, suit or proceedings under, or seeks enforcement of any provision pursuant to this Agreement, including without limitation any action for a temporary or permanent injunction (a) to submit to the exclusive jurisdiction of the federal and state courts of the party against whom the action or enforcement is sought, (b) to irrevocably waive any objection to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient or inappropriate forum, and (c) to irrevocably waive any right to a trial by jury in any such proceeding.

14. All obligations of Receiving Party with respect to any Confidential Information received from Disclosing Party under the terms of this Agreement shall survive and continue for five (5) years after the date of the last disclosure of Confidential Information by Disclosing Party.

15. This Agreement shall be governed by and construed in accordance with the domestic, substantive laws of the State of New York, without regard to conflicts of laws principles. This Agreement constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, group or entity. 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. This Agreement is not assignable and is binding on any successors of Receiving Party. If any provision of this Agreement is for any reason adjudged to be void, invalid or unenforceable, then the remainder of this Agreement shall continue and remain in full force and effect. This Agreement may be executed in counterpart by facsimile, PDF or electronic signature, which shall be deemed to be an original for evidentiary purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

_____	Commercial Investigations LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____