

Confidentiality Agreement

THIS AGREEMENT is made this _____ day of _____ 2009, by and between _____, and _____; each hereinafter referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the undersigned agree that they may be in receipt of certain confidential Information pertaining to any and all aspects of the Parties' business operations and finances; and

WHEREAS, both Parties agree that the dissemination of such Information to any other Person or the use by either Party of such Information in competition with each other will cause significant harm to either Party;

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

1. "Information" as used herein means all information, written or oral, furnished between and among the Parties (whether such information is prepared by or obtained from the Parties, their clients, partners, advisors or otherwise), together with business plans, financial statements, analyses, compilations, studies or other documents prepared by the Parties, their clients, partners, agents, employees or representatives (including without limitation attorneys, accountants, analysts and financial advisors) which contain or otherwise reflect such information.
2. The term "Information" does not include any Information which (1) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Parties or their representatives), or (2) is or becomes known to one of the Parties on a non-confidential basis from a source other than the other Party or its advisors, provided that such source is not and was not either bound by a confidentiality agreement with either of the Parties or otherwise prohibited from transmitting such Information to a Party by a contractual, legal or fiduciary obligation.
3. The term "Person" as used in this Agreement shall be interpreted broadly to include, without limitation, the media, any corporation, company, group, partnership, joint venture, trust, estate, organization, association, syndicate or individual.
4. Both Parties covenant and agree that neither Party nor any of its employees, representatives or agents shall, at any time during or following the term of this Agreement, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such confidential Information which has been obtained by or disclosed to it as a result of its discussions with the other Party, except that either Party may disclose the Information or portions thereof to those of its partners, directors, officers, employees, agents and representatives who need to know such Information for the purpose of performing duties within the normal scope of their employment (it being understood that those partners, directors, officers, employees, agents and representatives will be informed of the confidential nature of the Information and will agree to be bound by this Agreement and not to disclose the information to any other Person).
5. Both Parties agree they shall not use such Information to compete with each other in any way or to solicit any clients of the other which may be disclosed in these discussions.
6. In the event of a breach or threatened breach by either Party of any provision of this Agreement, in addition to and not in limitation of any other rights, remedies or damages available to the Parties at law or in equity, the injured Party shall be entitled to obtain a permanent injunction in order to prevent or to restrain and any such breach by the other Party or by its clients, partners, shareholders, agents, representatives, employees and/or any and all Persons directly or indirectly acting for or with it.

Confidentiality Agreement (continued)

7. Both Parties agree that any and all Information furnished between and among the Parties will not be reproduced or disclosed to any Person not a representative, agent or employee of the entities signing this Agreement without the expressed written approval of the signers below. In the event either of the Parties becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process to disclose any of the Information, the Party so compelled shall provide the other Party with prompt prior written notice of such requirement so the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such Protective Order or other remedy is not obtained, or the Party waives compliance with the provisions hereof, the Party compelled to disclose the Information agrees to furnish only the portion of the Information which it is advised by written opinion of counsel is legally required, and further agrees to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

8. Each Party agrees to keep record of the Information furnished by the other Party and of the location of such Information. In the event no business transaction occurs between the Parties to this Agreement all Information provided and any reproductions of same will be returned.

9. Both Parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Fairfax County, of the Commonwealth of Virginia and of the United States of America for any legal actions, suits or proceedings arising out of or relating to this Agreement. In the event of any controversy or litigation arising under this agreement the non-prevailing Party shall pay all costs and attorney fees for the prevailing Party.

IN WITNESS WHEREOF, the undersigned Parties have hereby executed this Agreement through their duly authorized representatives as of the day and year first above written.

Organization: _____

Signature: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Name: _____

Title: _____