



NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) dated as of the ____ day of _____, 2018, (the “Effective Date”) is entered into between Donley’s, Inc., and its subsidiaries, affiliates, successors and/or assigns (collectively referred to herein as “Receiving Party”), and _____ (“Disclosing Party”), and collectively, the “Parties.”

WHEREAS, the Parties are considering the possibility of entering into certain business relationships in the State/Commonwealth of _____ that may require the disclosure of information deemed by the Disclosing Party to be confidential or proprietary in nature; and

WHEREAS, in order to facilitate the exchange of such information, the Parties have agreed to enter into this Agreement to preserve the confidentiality of any discussions between the Parties together with any information exchanged by the Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein and such good and other consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. In connection with ongoing discussion and/or negotiations between the Parties, each party to this Agreement may find it beneficial to disclose certain information which the Disclosing Party considers to be either confidential or proprietary in nature (the “Information”). Information includes, without limitation,
Financial statements;
Audit reports;
Balance sheets; and/or
Other financial information.
Information may be in oral, written, or computer-based form. The Receiving Party further acknowledges that the Information contains sensitive information concerning the financial conditions and operations of the Disclosing Party. It is specifically understood and agreed that all Information will be deemed confidential and proprietary.
2. With respect to Information provided under this Agreement, the Receiving Party shall: (a) maintain the information in the strictest confidence; (b) protect the information with the same degree of care as the Receiving Party would treat its own confidential Information; (c) advise those persons to whom the Information is disclosed to be bound by the terms and provisions of this agreement; and (d) use the Information only for the purposes described in the recitals hereto, except as may be otherwise agreed by the Parties in writing. The Receiving Party shall not copy or modify any Information without the prior written consent of the Disclosing Party.
3. The Receiving Party shall have no obligation to preserve the proprietary nature of any Information which: (a) was previously known to it free of any obligation to keep it confidential; (b) is disclosed to third parties by the Disclosing Party without restrictions; (c) is or becomes available other than by unauthorized disclosure; (d) is independently developed by it; or (e) subject to the provisions of Section 4, is required to be disclosed pursuant to a court order or required by any governmental authority or agency, and prompt written notice of such order or requirement is given to the Disclosing Party.
4. Where the Receiving Party is required by law, judicial action, the rules or regulations of a recognized stock exchange or listing authority, government department or agency or other regulatory authority to disclose any of the Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement, unless such order explicitly excludes such notice, in order to afford the Disclosing Party the opportunity to seek an appropriate protective order or other appropriate remedy.



5. In the event the Receiving Party commits a breach of, or threatens to commit a breach of this Agreement, the Disclosing Party shall have the right to seek and obtain all judicial relief, (including, but not limited to, injunctive or other equitable relief, and monetary damages, interest and attorney's fees and expenses) as may be ordered or awarded by a court of competent jurisdiction.
6. Upon written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's option, all Information, together with any notes or analyses thereof.
7. Nothing in the Agreement shall be construed as granting or conferring any title or right or license in any of the Information. All Information shall remain at all times the property of the Disclosing Party.
8. Neither party warrants the accuracy or completeness of any Information, unless the Information itself contains a warranty of accuracy and/or completeness.
9. Nothing contained in this Agreement shall require either of the Parties to continue any discussion or to enter into any agreement in connection with the subject matter of the discussions. Nothing contained in this Agreement shall be construed as creating a joint venture, power of attorney, partnership or employment relationship between the Parties, it being understood that the Parties are independent contractors vis – a – vis one another.
10. No failure or delay by one party in enforcing its rights hereunder shall operate as a waiver of such right or preclude the exercise of any other or further right, power, or privilege hereunder.
11. All notices required or permitted hereunder shall be in writing and shall be deemed given when either delivered to the applicable party or on the third business day after having been mailed to such party with adequate first class postage affixed, or sent, by registered or certified mail, return receipt requested.

Notices mailed to the Receiving Party shall be mailed to it at: Donley's Inc., 5430 Warner Road, Cleveland, OH 44125.

Notices mailed to the Disclosing Party shall be mailed to it at:

Company Name: _____
Street Address: _____
City, State, ZIP: _____

Either party may, from time to time, designate a different address for notices to be sent to such party by giving the other party due notice hereunder of such different address.

12. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. This Agreement contains the entire agreement of the Parties with respect to its subject matter.
13. Except at otherwise provided in this Agreement, no revocation, termination, waiver, modification or change of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.
14. The waiver of any breach of any term or condition of this Agreement shall not be deemed to be a waiver of any continuing or subsequent breach, nor constitute a waiver of any other term or condition of this Agreement.



- 15. This Agreement shall be governed by, and construed in accordance with the laws (other than conflicts of laws rules) of the state or commonwealth in which the Project is located.
- 16. This Agreement shall expire three (3) years from the Effective Date unless terminated earlier upon written request by either party for any reason. The obligation to protect the confidentiality of the Information shall survive termination or expiration of this Agreement.
- 17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument enforceable in accordance with its terms and all of which shall construe but one and the same agreement by the Parties.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the Effective Date.

Disclosing Party:

By: _____
Name: _____
Title: _____
(Company Officer)

Receiving Party:
Donley's, Inc

By: _____
Name: Mary Reid
Title: Corporate Secretary