

MUTUAL CONFIDENTIALITY AGREEMENT

PARTIES:

And:

ACME ADVISORS AND BROKERS
760 Campbell Lane, #106-187
Bowling Green, KY 42104

RECITALS:

- A. _____ and ACME ADVISORS AND BROKERS are engaged in discussions leading to a possible business relationship.
- B. In the process of negotiating various agreements,
_____ and ACME ADVISORS AND BROKERS will provide each other confidential and/or proprietary information so that each party is fully informed.

AGREEMENTS:

1. **Definition of Confidential Information.** Confidential information means (1) proprietary information of either _____ or ACME ADVISORS AND BROKERS, (2) information that _____ or ACME ADVISORS AND BROKERS have treated as confidential, and (3) information provided to either party by third

parties which a party is obligated to keep confidential. Confidential information includes, but is not limited to, discoveries, ideas, designs, drawings, specifications, data, programs, documentation, processes, customer lists, subcontractor lists, marketing plans, employee lists, resumes and financial and technical information.

2. **Acknowledgment of Irreparable Harm.** Each party acknowledges that disclosure of a party's confidential information will cause irreparable harm.
3. **Covenant of Non-Disclosure.** Each party agrees not to disclose the other party's confidential information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the other party to this Agreement.
4. **Covenant of Non Use.** Each party agrees not to copy, transmit, reproduce, summarize, quote, or make any commercial or other use of the other party's confidential information except as is specifically authorized by the other party.
5. **Covenant of Non-hire or Recruit.** Each party agrees not to recruit, hire or otherwise encourage to resign (except for customary solicitations through local newspapers made in the normal course of business) current or future employees of the other party for two years from the date of this agreement.
6. **Return of Confidential Information.** Upon termination of negotiations, each party agrees to return to the other party or destroy all confidential information, which that party received because of negotiations.
7. **Litigation Expense.** If suit, action or other legal proceeding is instituted upon this Agreement, or any matter arising there from, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as attorney's fees in said suit, action or other proceeding including any appeals.

8. **Binding Effect.** This Agreement shall be binding upon the heirs, assigns, and successors of each of the parties. If any provision or provisions of this Agreement are found to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be construed as if the unenforceable provisions were deleted.

9. **Applicable Law.** It is mutually agreed that regardless of where executed, this Agreement shall be conclusively deemed to have been executed under, and pursuant to laws of the State of Kentucky, in and for the County of Warren. Venue for any action on this Agreement shall lie in Warren County, Kentucky, inclusive of injunctive relief, should such be sought.

9. **Entire Agreement/Modifications.** This Agreement contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

10. **Number, Captions and Gender.** As used in this Agreement, the singular shall include the plural and the plural shall the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are used solely for convenience of reference and shall in no way affect the interpretation of this Agreement.

DATED this _____ day of _____, 2019

Signed: X _____

Signed: _____

By: _____

By: Robert Allen

Title: _____

Title: Advisor & Business Broker