
(1) []

- and -

(2) IABM DC, LLC

**NONDISCLOSURE
AGREEMENT**

THIS NONDISCLOSURE AGREEMENT (this "**Agreement**") is made and entered into as of
[_____, 20__]

BY and BETWEEN:

- (1) [_____] , a _____, ("_____") (the "**Company**"); and
- (2) **IABM DC, LLC**, a Delaware limited liability company ("**IABM DC**").

In consideration of the Company agreeing to make available to IABM DC certain information which is confidential in nature, IABM DC undertakes to the Company as follows:

1. In this agreement, unless the context requires otherwise:

"Confidential Information" means any information provided to IABM DC by the Company in written, visual or oral form that is marked, "Confidential" or "Proprietary" or that would reasonably be understood as being confidential based on the circumstances surrounding the disclosure, with the exception of any anonymised data resulting from the Market Research Project.

"Market Research Project" means the market research project to be undertaken for the Company by IABM DC.

2. IABM DC will maintain the Confidential Information in confidence and will not, without the written consent of the Company, disclose it in whole or in part or use it for any purpose other than research and analysis necessary for the purposes of the Market Research Project.
3. The obligations in paragraph 2 above do not apply to Confidential Information:
 - 3.1 that, at the date of disclosure to IABM DC, is in the public domain;
 - 3.2 that, after such disclosure, becomes generally available to third parties by publication or otherwise through no fault of IABM DC;
 - 3.3 that was lawfully in the possession of IABM DC before such disclosure, as evidenced by the records of IABM DC and which was not acquired directly or indirectly from the Company; or
 - 3.4 the disclosure of which is required by any applicable law or by any supervisory or regulatory body.

4. IABM DC will not disclose any Confidential Information to any persons other than to such of its directors, officers, researchers, analysts and other relevant employees or agents who are directly concerned with the Market Research Project and whose knowledge of such information is essential for such purpose. IABM DC shall, on written demand from the Company, supply the Company with a list of those persons (giving their names and positions held) who are likely to be directly concerned with the Market Research Project.

IABM DC shall further ensure that each individual to whom such disclosure is made adheres to the terms of this undertaking as if he or she were a party to it.

5. IABM DC agrees that no right or licence is granted to it in relation to the Confidential Information except as expressly provided hereunder.
6. IABM DC agrees:
 - 6.1 to return to the Company, on written demand, any and all written Confidential Information entrusted to it under this Agreement; and
 - 6.2 to destroy any Confidential Information which consists of analyses, compilations, or memorandum prepared by it or representatives on its behalf should the Company so demand in writing if it has decided not to participate further in the Market Research Project.
7. IABM DC shall, on written demand from the Company, certify in writing that it has complied with its obligations under this Agreement.
8. The Company warrants that it has the right to disclose the Confidential Information to IABM DC and to authorise IABM DC to use the Confidential Information for the Market Research Project.
9. If IABM DC decides not to become, or continue to be, involved in the purpose for entering into this Agreement, it shall notify the Company in writing promptly. The obligations of each party under this Agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to such purpose, continue for a period of 5 years following the date of this Agreement.
10. The parties agree that entering into this Agreement and the disclosing and receiving of Confidential Information will not commit either party to enter into any further contract in connection with any other project to which the Confidential Information relates.

11. In the event of litigation relating to this Agreement, then the prevailing party shall be entitled to recover from the other party the costs of litigation, including reasonable attorneys' fees, such prevailing party has incurred in connection with such litigation.
12. Each party agrees that this Agreement shall be governed by the laws of the State of Delaware. If litigation becomes necessary to enforce any provision of this Agreement, each party consents to the non-exclusive jurisdiction and venue of the state and federal courts sitting in New Castle County, Delaware.
13. Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at its address set out in this Agreement. Notice shall be delivered personally or sent by first class prepaid recorded delivery or registered post (airmail if overseas) or by facsimile transmission or by next day international courier of international repute and shall be deemed to be given in the case of delivery personally on delivery and in the case of posting (in the absence of evidence of earlier receipt) 48 hours after posting (six days if sent by airmail) and in the case of facsimile transmission on completion of the transmission provided that the sender shall have received printed confirmation of transmission and in the case of next day international courier delivery 72 hours after being sent provided that the sender shall have received confirmation of delivery.
14. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original.
15. If any provision of this Agreement shall be held by the court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
16. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all other agreements or understandings, written or oral, between the parties with respect to the subject matter hereof. This Agreement may be modified or waived only by a separate writing signed by each party and expressly so modifying this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed as of the date first mentioned above.

[Company]

[Address]

By: _____
Its: _____

IABM DC, LLC

[Address]

By: _____
Its: _____