

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

**WHEREAS**, \_\_\_\_\_ (“Customer”), a \_\_\_\_\_ Corporation operating from \_\_\_\_\_, and Demand Works Company (“Demand Works”), a Pennsylvania Corporation operating from 713 Dunmoore Lane, West Chester, PA 19380, agree to exchange certain confidential information relating to their products, ideas, inventions, or business methodologies for the purposes of evaluating possible use of Demand Works Software by Customer;

**WHEREAS**, in the course of performing this Agreement, a party may disclose to the other party trade secrets and confidential and proprietary information (“Confidential Information”). Confidential Information shall mean any information of either company, without regard to form, including but not limited to price lists, pricing policies, marketing techniques, business methods, company sales and customers, inventory, forecast, cost and/or other data, technical or non-technical data, formulas, methods, system forecast output, software and documentation which is not commonly known by or available to the public, and which (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information specifically includes any information described in this provision which either company obtains from another party which it treats as proprietary or designates as trade secrets, whether or not owned or developed by the company.

I. **BE IT KNOWN**, that Demand Works has or shall furnish to Customer certain Confidential information:

- A. Customer agrees to hold Confidential Information in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
- B. No copies will be made or retained of any written information or prototypes supplied without the permission of Demand Works.
- C. At the conclusion of any discussions, or upon demand by Demand Works, all Confidential Information shall be destroyed or returned to Demand Works.
- D. Confidential Information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Demand Works.

II. **BE IT KNOWN**, that Customer has or shall furnish to Demand Works certain Confidential Information:

- A. Demand Works agrees to hold Confidential Information in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
- B. No copies will be made or retained of any written information or prototypes supplied without the permission of Customer.
- C. At the conclusion of any discussions, or upon demand by Customer, all Confidential Information shall be destroyed or returned to Customer.
- D. Confidential Information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Customer.

This Agreement and its validity, construction and effect shall be governed by the laws of the state of Pennsylvania, USA.

**AGREED AND ACCEPTED BY:**

**CUSTOMER**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**DEMAND WORKS COMPANY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_