



// Joint Confidentiality and Non-Disclosure Form

We are honored to have the opportunity to serve your organization through our consulting services. It is a privilege to work with you in this way. We look forward to meeting your whole team and getting started.

In this highly intensive process, we will be discussing with you the specific dynamics that exist within your organization, your assimilation strategy, specific trends and numbers, the history of the organization and leadership, personal information, financial data, any internal conflicts that exist or have existed, as well as many other highly sensitive topics. Because of the nature of our conversations, it is important to know that we are committed to sensitivity and confidentiality for your team.

In the same way, as a firm whose livelihood is integrated in our providing clients with unique resources, illustrations, and analytical tools that will help them move forward with strategy, we ask in advance for your commitment to hold private and confidential our proprietary methods, materials and resources.

We take this joint confidentiality and non-disclosure very seriously and ask that anyone who will be involved in any portion of our meetings sign it in advance of our meeting time—this will become the ticket into the meeting.

Each party understands that the other party may disclose confidential information in the course of the meetings and documentation, relating to specific business information (names and expertise of employees and consultants, know-how, formulas, processes, ideas, business, financial, customer and development plans, forecasts, strategies and information) in conjunction with this project.

In harmony with this joint commitment to confidentiality and understanding, all participants agree to the following:

- a. To hold the other party's Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all facts, figures, personal data, collected data and confidential materials),
- b. To not share any such Proprietary Information or any information derived there from to any third person or organization (except those needed in the aid of fulfillment of the projects), and specifically not:
 - 1. In cases where a possible conflict of interest should arise,
 - 2. Other organizations that could benefit from the process
- c. To not copy or reverse engineer any such Proprietary Information,
- d. To not share the subject matter of the negotiations or business relationship contemplated between the parties (except to the extent required by law),
- e. To control the flow of information related to this project within their organization ensuring all recipients have full understanding of the terms of this document and the joint commitment to confidentiality and non-disclosure.

Richard L. Reising, *President and Founder*

Date

Michele Reising, *Vice President and Co-Founder*

Date

Brian O'Morrow, *Senior Account Manager*

Date

Signature of Meeting Attendee

Date

Printed Name