



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between \_\_\_\_\_ (referred to herein as Signing Party or Recipient) and Vehicle Dynamics Institute, LLC, dba Tony Scotti's Vehicle Dynamics Institute (referred to herein as the Discloser) with its usual place of business located at 1162 St. Georges Ave. Suite 277 Avenel, NJ 07001.

**WHEREAS**, the undersigned desires to observe the conduct of, engage in discussions, and/or participate in certain aspects of Disclosers business related to specialized driver training and other security related training services or programs,

**WHEREAS**, such discussions or activities may involve the disclosure of certain intellectual property including, but not limited to, proprietary, competitively sensitive, and/or market sensitive information and/or contain trade secrets; and

**WHEREAS**, the parties wish to define their rights and obligations with respect to such information.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

### **1. Confidential Information**

In furtherance of this Agreement, either party (the "Discloser") may at its option make available to the other party (the "Recipient") confidential information (including proprietary information) which includes, but is not limited to, business development, training service delivery, contractual and special marketing information, course outlines, exercise layouts, exercise design data, technical data, training/instructional concepts originated by the disclosing party and client/prospective client lists and names ("Confidential Information"). As used in this Agreement, the term Confidential Information shall include only that data furnished, disclosed, or transmitted to the Recipient, whether disclosed orally or in writing, which is clearly identified by the Discloser as being confidential. Confidential Information shall not include any information which:

- (a) is contained in a printed publication prior to the date of this Agreement;
- (b) is or becomes publicly known through no wrongful act or failure to act on the part of the Recipient;
- (c) is known by the Recipient without any proprietary restrictions at the time of receipt of

such information from the Discloser or becomes known to the Recipient without proprietary restrictions from a source other than the Discloser;

d) is independently developed by the Recipient without reference to the Confidential Information disclosed by the Discloser; or

(e) is required to be disclosed by the Recipient to comply with applicable laws or regulations or judicial order, provided that the Recipient provides prior written notice of such disclosure to the Discloser.

The exclusive point of contact with respect to the transmission and control of Confidential Information provided hereunder is designated as follows:

For Vehicle Dynamics Institute, LLC:

**Joseph Autera**

For Signing Party

The Discloser may change its designation by written notice to the other Recipient.

### **2. Degree of Care**

The Recipient agrees to receive the Confidential Information in confidence and to safeguard the Confidential Information with the same degree of care as is used by the Recipient to protect its own confidential information, but in no event shall the Recipient use less than a reasonable degree of care.

### **3. Disclosure**

The parties further agrees to refrain from disclosing the Confidential Information to directors, officers, employees, representatives, consultants, and agents (collectively, "Employees") of any entity that is not formally affiliated with the Discloser through a fully executed and in effect Teaming Agreement; or to any individual who is not employed by the Discloser: or

any individual who has not entered into a Non-Disclosure Agreement with the Discloser.

**4. Legal Action Requiring Disclosure**

Should the Recipient be faced with legal action to disclose Confidential Information received hereunder, the Recipient shall immediately notify the Discloser, and upon the request of the latter, shall cooperate with the Discloser in contesting such a disclosure. Except in connection with a failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial action or government regulations or for inadvertent disclosure where the appropriate degree of care has been exercised, provided that upon discovery of such inadvertent disclosure or use, it shall have endeavored to prevent any further inadvertent disclosure or use.

**5. Return/ Destruction of Confidential Information**

The Recipient agrees that it will, within ten (10) days after written request by the Discloser, return all documents and tangible materials in its possession, which contain any Confidential Information disclosed to the Recipient by the Discloser hereunder. For materials not returned, the party shall certify that the materials have been destroyed.

**6. Limitation on Use**

The Recipient shall use such Confidential Information only in connection with the furtherance of the business relationship between the parties, and the Recipient shall make no further use, in whole or in part, of any Confidential Information. However, nothing in this Agreement shall restrict the Discloser from using, disclosing, or disseminating its own Confidential Information in any way.

**7. Rights to Information**

No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly under any patent or copyright now held by, or which may be obtained by, or which is or may be licensed by either party.

**8. Term**

The obligations imposed by this Agreement shall expire five (5) years from the date which Recipient is last engaged in the activities described herein, or sooner by written consent of the parties.

**9. Injunctive Relief**

Each party acknowledges that unauthorized disclosure or use of Confidential Information provided to the Recipient may cause harm and damage to the business of Discloser which may be difficult to ascertain and which may not be adequately compensated in damages at law. Therefore, the

Recipient agrees that it may be enjoined from disclosing or using Confidential Information of the other.

**10. Validity**

In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

**11. Assignment**

This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto whose consent will not be unreasonably withheld and any purported assignment without such consent shall be void.

**12. Miscellaneous**

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written between the parties or any officials or representatives thereof. This Agreement may not be changed or modified save by a written agreement signed by the parties hereto or by their successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought exclusively in the state or federal courts sitting in the State of New Jersey.

**IN WITNESS WHEREOF**, each of the parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its representative thereunto duly authorized as of the day and year first above written.

**Vehicle Dynamics Institute, LLC**

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

Name: Joseph Autera

Title: President & CEO

**Signing Party**

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

SIGNATURE

Print Name: \_\_\_\_\_