

New Horizons Community Development Corporation*: A Cooperative
By the Initiative of:
Asset-Based Community Development Group, Inc (NHCDC - a CO Nonprofit)
Nondisclosure Agreement

*1st Name Choice Adopted October, 2020; Steering Core for R&D)

This Nondisclosure Agreement (the "Agreement") is entered into by and between **Asset-Based Community Development Group, Inc (For the NHCDC Steering Core)** with its principal offices at:
P.O. Box 5872, Denver, CO 80217

"Disclosing Party") and _____ (Name, Address) ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Purpose of Communication. Disclosing Party will be disclosing information to Receiving Party while exploring a business venture of mutual benefit. Specifically, Disclosing Party, working with, ABCD, Inc.'s NHCDC R&D Campaign, Core Group, may disclose Confidential Information relating to the planning and development of necessary documents to implement a successful community-based venture in the form of a Community Financial Services beginning in North Aurora or Denver, Colorado -2023 (the "Purpose").

2. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in relation to the Purpose. If Confidential Information is in written form, the Disclosing Party shall make reasonable efforts to label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. Notwithstanding the foregoing, if a reasonable person would understand the information to be Confidential Information, it shall be considered such notwithstanding a legend indicating its status as such.

3. Exclusions from Confidential Information. Confidential Information does not include any information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (d) disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) now in the possession of the Receiving Party without any obligation of confidentiality.

4. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall restrict access to Confidential Information to employees, contractors, and third parties having a need to know. Receiving Party shall require third parties to whom it will disclose Confidential Information to sign nondisclosure restrictions at least as protective as those in this Agreement. Except as permitted herein, Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if requested by Disclosing Party in writing.

5. Time Periods. Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the earlier of (a) two years from the effective date of this Agreement; (b) the date on which Confidential Information no longer meets the definition of Confidential Information; or (c) until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either partnership, joint venture or relationship of employer and employee for any purpose.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Governing Law. This Agreement shall be interpreted under the laws of the State of Colorado.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

BY:



Printed Name: Nicholas O. Walker

Title: Interim President

Principle Partner, VetVest Group, LLC

Dated: 02 February 2023

Receiving Party

By:

Printed Name

Title:

Dated: _____