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## INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

This Independent Contractor Confidentiality Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between Pettaway Pursuit Foundation (this "Organization") and \_\_\_\_\_ (this "Receiving Party").

- A. This Agreement is entered into pursuant for the safety of the organization's personnel, members and information.
- B. The Receiving Party will act as \_\_\_\_\_.
- C. This is an independent contractor's at will contract. Either party is able to terminate this Agreement

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Receiving Party. Therefore, in consideration of the mutual promises and covenant contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

### 1. TRADE SECRET

For purposes of this Agreement, the term "Trade Secret" shall mean information, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers that (1) derives economic value, actual or potential, from not being generally known to, and not being generally readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (2) is the subject of reasonable efforts by the Company and its affiliates to maintain its secrecy.

### 2. CONFIDENTIAL INFORMATION

The Disclosing Party may (but is not required to) disclose certain of its confidential and proprietary information to the Receiving Party. "Confidential Information" means:

- a) information relating to the Disclosing Party or its current or proposed business, including financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, and other confidential information, whether provided orally, in writing, or by any other media, that was or will be:
  - (i) provided or shown to the Receiving Party by or on behalf of the Disclosing Party or Disclosing Party Representatives; or
  - (ii) obtained by the Receiving Party from review of documents or property of, or communications with, the Disclosing Party or Disclosing Party Representatives; and
- b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection

### **3. OBLIGATION TO MAINTAIN CONFIDENTIALITY.**

**a) Confidentiality.** The Receiving Party shall keep the Confidential Information and Trade Secrets confidential. Except as otherwise required by the Disclosing Party or by the law,

(i) disclose any Confidential Information to any person or entity other than with the Disclosing Party's prior written authorization.

**b) No Reverse Engineering.** The Receiving Party may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information and Trade Secrets and that are provided to the Receiving Party under this agreement. Except as otherwise required by the Disclosing Party.

**c) Term.** The herein contained Agreement shall remain in effect. Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information and Trade Secrets that may have been disclosed during the term shall thus remain in effect indefinitely.

### **4. RETURN OF PROPERTY.**

The Receiving Party shall return any documents related to the Confidential Information or Trade Secrets:

- a)** If the Disclosing Party requests
- b)** Upon termination of the relationship between the Disclosing Party and the Receiving Party.

### **5. OWNERSHIP RIGHTS.**

The Receiving Party acknowledges that the Confidential Information and Trade Secrets are, and at all times will be, the Disclosing Party's sole property, even if suggestions made by the Receiving Party are incorporated into the Confidential Information and Trade Secrets. The Receiving Party obtains no rights by license or otherwise in the Confidential Information and Trade Secrets under this agreement. Neither party solicits any change in the other party's Disclosing Party, business practice, service, or products, and the disclosure of Confidential Information and Trade Secrets may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or research efforts. The Confidential Information and Trade Secrets may pertain to prospective or unannounced products. The Receiving Party may not use the Confidential Information and Trade Secrets as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

### **6. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the aforementioned effective date.

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

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

Pettaway Pursuit Foundation \_\_\_\_\_

11 Owen Avenue, \_\_\_\_\_

Lansdowne, PA 19050 \_\_\_\_\_