

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of [DATE] (the "Effective Date"), by and between Griffin Strategy Group LLC (d/b/a Agency Leadership Advisors), with a principal address of P.O. Box 592, Concord, NH 03302 (hereinafter "**Agency Leadership Advisors**"), and [COMPANY NAME] with a principal address of [COMPANY ADDRESS] (hereinafter "**Company**"). Agency Leadership Advisors and Company are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

The parties are exploring entering into a business relationship ("Business Transaction"). As part of such discussions, either party (a "Disclosing Party") or its Representatives (as defined below) may disclose to the other party (a "Recipient") or its Representatives certain Confidential Information (as defined below). All disclosures of Confidential Information shall be subject to the terms and conditions of this Mutual Non-Disclosure Agreement (this "Agreement"), irrespective of the form of communication. As used herein, a "Representative" of a party means an officer, director, manager, owner, employee, attorney, accountant, banker, or financial advisor of such party.

**1. Definition and Use of Confidential Information.** "Confidential Information" means any non-public information concerning Disclosing Party and/or its business, whether disclosed orally, in writing, or by other means before or after the Effective Date and all of Disclosing Party's non-public information otherwise learned or obtained by Recipient in the course of the Business Transaction, including but not limited to information regarding Disclosing Party's operations, customer and prospects (including the identity of the customers and prospects), suppliers and vendors (including their identity and purchasing terms), financial condition (including pricing and cost information), budgets and forecasts, technology, research and development initiatives, products, services, or marketing, product or other plans (collectively, including any such information disclosed prior to the effective date of this Agreement). Except as may otherwise be approved in writing by Disclosing Party, Recipient and its Representatives will not use Disclosing Party's Confidential Information for any purpose other than evaluating a possible Business Transaction between eOutreach and Company.

**2. Disclosure of Confidential Information.** Recipient and its Representatives will not disclose any of Disclosing Party's Confidential Information to any third party and will use reasonable efforts to maintain the confidentiality of Disclosing Party's Confidential Information, such efforts to be not less than the efforts used by Recipient to maintain the confidentiality of Recipient's own trade secret information. Notwithstanding the foregoing, Disclosing Party's Confidential Information may be disclosed only to Recipient's Representatives who need to know such Confidential Information for purposes of evaluating a possible Business Transaction between the parties, who are provided with a copy of this Agreement or are otherwise made aware of Recipient's obligations hereunder, and who are directed by Recipient to treat such Confidential Information in accordance with this Agreement.

**3. Disclosure of Business Transaction Information.** Each party agrees that, without the other party's prior written consent, such party and its Representatives will not disclose to any other person that Confidential Information of the other party has been made available or that discussions or negotiations are taking place concerning a possible Business Transaction involving the parties, including the status of such discussions or negotiations (collectively, "Business Transaction Information").

**4. Non-Disclosure Exceptions.** Recipient shall not be liable for any disclosure of Disclosing Party's Confidential Information or any Business Transaction Information if the same is (a) disclosed after it becomes generally available to the public without breach of this Agreement and not through the fault of Recipient or its Representatives, (b) is properly and lawfully known by Recipient prior to disclosure by Disclosing Party or its Representatives, as demonstrated by Recipient's prior written records, (c) disclosed after it is lawfully received by Recipient from a third party who is not bound by a non-disclosure agreement with Disclosing Party or is not otherwise prohibited from transmitting the information to Recipient by a contractual, legal, fiduciary, or other obligation, or (d) disclosed by Recipient with Disclosing Party's prior written approval.

**5. Required Disclosure.** If Recipient or its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Disclosing Party's Confidential Information or any Business Transaction Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement so that Disclosing Party may (a) seek a protective order or other assurance that confidential treatment will be accorded such Confidential Information and/or Business Transaction Information by such tribunal, or (b) at Disclosing Party's discretion, waive compliance with the provisions of this Agreement. Recipient agrees to cooperate with Disclosing Party in any efforts that Disclosing Party reasonably requests be taken to obtain any such protective order or assurance from such tribunal; provided, that Disclosing Party shall reimburse Recipient for reasonable out-of-pocket expenses incurred by Recipient in providing any such requested cooperation. If, in the absence of any such requested protective order or assurance, Recipient or any of its Representatives are nonetheless, in the opinion of counsel,

legally compelled to disclose any of Disclosing Party's Confidential Information or any Business Transaction Information to such tribunal, Recipient or its Representative may disclose to such tribunal only that portion of Disclosing Party's Confidential Information and/or Business Transaction Information which such counsel advises is legally required to be disclosed; provided, that Recipient must exercise reasonable efforts to preserve the confidentiality of such requested Confidential Information and/or Business Transaction Information.

**6. Termination of Discussions.** If either party notifies the other party in writing that such party does not wish to proceed with discussions or negotiations concerning a possible Business Transaction, then Recipient will, at Disclosing Party's written request, promptly (a) return all Confidential Information provided to Recipient by Disclosing Party and all copies thereof in the possession of Recipient or its Representatives, (b) destroy all materials generated by Recipient or its Representatives that include or refer to any Confidential Information, without retaining any copies thereof, and (c) certify in writing to Disclosing Party that Recipient has done so.

**7. No Representations or Warranties.** No representation or warranty, express or implied, is made by either party as to the accuracy or completeness of any of its Confidential Information.

**8. Definitive Agreement; No License.** Each party understands and agrees that no contract or agreement providing for any Business Transaction involving the parties shall be deemed to exist between the parties unless and until a final definitive agreement with respect thereto has been executed and delivered by the parties. Without limiting the generality of the foregoing, no license, implied or otherwise, is granted by this Agreement to any party's ideas, concepts, designs, inventions, discoveries, improvements, works of authorship, know-how, or developments nor to any party's patents, copyrights, trademarks, trade secrets, or other proprietary or intellectual property rights. Each party reserves the right, in its sole discretion, to provide or not provide Confidential Information to the other party under this Agreement. Each party has the right to reject any and all proposals made by the other party or any of such party's Representatives with regard to a possible Business Transaction between the parties, and to terminate discussions and negotiations at any time.

**9. Miscellaneous.** Each party shall be responsible for any breach of this Agreement by any of its Representatives. No failure or delay by a party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. This Agreement represents the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements with respect to such subject matter. This Agreement may not be modified except in writing by the parties. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided, that a party may assign this Agreement without such consent if the assignment is made as part of the sale of such party, whether pursuant to the sale of all or substantially all of such party's assets, the sale or exchange of such party's voting securities, a merger, or other transaction; provided, further, that no such assignment shall relieve the assignor from its obligations under this Agreement. This Agreement is binding upon and for the benefit of each party and its respective legal representatives, successors, and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of law provisions. Either party may seek injunctive relief to prevent the breach or anticipated breach of the terms of this Agreement by the other party or the other party's Representatives, or take such other steps as such party deems necessary or appropriate to enforce the terms of this Agreement.

**Agency Leadership Advisors**

**Company**

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

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

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

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

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

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

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

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