

## NONDISCLOSURE & NON-DISPARAGEMENT PROVISION

This Nondisclosure Provision (the “Provision”) is entered into by and between \_\_\_\_\_ and \_\_\_\_\_ collectively referred to as the “parties” 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 by \_\_\_\_\_ (the “Disclosing Party”) to the other, \_\_\_\_\_ (the “Receiving Party”) of certain proprietary and confidential information (the “Confidential Information”).

### 1. Definition of Confidential Information

For purposes of this Provision, “Confidential Information” shall include all information, documents or material relative to the Disclosing Party’s interests in \_\_\_\_\_ which shall include any and all information, whether tangible (*i.e. documents*) or intangible (*i.e. knowledge*) acquired by Receiving Party at any time, including during the length of the parties’ marital partnership.

In furtherance of the foregoing, on or about \_\_\_\_\_ the Receiving Party caused delivery of a communication, a transcript of which is attached hereto, to the Disclosing Party’s business partner threatening disclosure of confidential information acquired during the parties’ marital partnership. Receiving Party acknowledges delivery of said communication.

Disclosing Party specifically disputes the truth, accuracy and completeness of Receiving Party’s statements in said communications and represents that conveying those statements to any third party may cause irreversible damage to Disclosing Party’s business interests including the value and/or income derived therefrom as well as Disclosing Party’s reputation and goodwill in the community and industry.

By subscribing to this provision hereinbelow, Receiving Party specifically covenants that Receiving Party, her agents, assigns and/or employees or the like shall be prohibited from disclosing any information, including the contents of the communication referenced herein to any third party.

### 2. No Disparagement or Misappropriation Clause.

At no time (i.e., indefinitely) following the signing of this agreement hereinbelow shall the Receiving Party (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of \_\_\_\_\_ or any of its affiliates (collectively, the “Company Goodwill”) or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the **Disclosing Party**, \_\_\_\_\_ or its affiliates. The Receiving Party hereby represents and warrants that, prior to the signing of this agreement hereinbelow, the Receiving Party has not committed any of the foregoing actions described in this Section.

### 3. Exclusions from Confidential Information

Receiving Party's obligations under this Provision do not extend to information that is: (a) publicly known at the time of disclosure; or (b) is disclosed by Receiving Party with Disclosing Party's prior written approval.

#### 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 carefully restrict access to Confidential Information to **any and all** third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit or to Disclosing Party's detriment, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, 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 Disclosing Party requests it in writing.

#### 5. Time Periods

This Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Provision, or (b) Confidential Information disclosed under this Provision ceases to be confidential.

#### 6. Consideration

**Receiving Party's obligations pursuant to this Nondisclosure Provision have been duly bargained for and Receiving Party acknowledges that consideration received by the Receiving Party in connection with the entire agreement shall be inclusive of consideration for Receiving Party's obligations pursuant to this Nondisclosure Provision.**

#### 7. Breach

**Receiving Party acknowledges receipt of monetary or pecuniary benefit as a result of Disclosing Party's activities and efforts underlying this Provision and understands and appreciates the value of information and/or knowledge in Receiving Party's possession and/or to be gained as a result of this provision. In the event of disclosure prohibited by the terms of this Provision and/or breach of this Provision by Receiving Party, Receiving Party shall be liable to Disclosing Party for any and all loss whether tangible or intangible, including monetary loss of any kind and/or loss of goodwill.**

**Further, breach of this Nondisclosure Provision by Receiving Party shall constitute grounds for modification of Disclosing Party's monetary obligations set forth at Sections \_\_\_\_\_ of this Agreement and such modification of Disclosing Party's monetary obligations shall be retroactive to the effective date of Disclosing Party's obligations pursuant to this Agreement.**

**For the purposes of subsequent incorporation of this Agreement into a Judgment of Divorce or Separation and modification upon breach as described herein, this “NONDISCLOSURE & NON-DISPARAGEMENT PROVISION” shall merge with such Judgment.**

8. Relationships

Nothing contained in this Provision shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

9. Severability

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

10. Integration

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

11. Waiver

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

12. Successor and Assigns

This Provision and each party’s obligations shall be binding on the representatives, assigns and successors of such party, if any.

Each party has signed this Agreement.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Typed or Printed Name)

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

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Typed or Printed Name)

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