



Date:

RE: Confidentiality Agreement

The following is an expression of the intention of the Mid-Atlantic CIO FORUM. ("CIOF") and _____ of _____ to enter into certain discussions in connection with meetings among representative members of CIOF regarding the utilization of each other's products and/or services (together, the "Concept"), wherein it may be necessary for one party to disclose to the other parties certain documentation and information which a party considers to be of a confidential and/or proprietary nature. As a condition to the parties furnishing any such non-public, confidential or proprietary information (whether written or oral), herein collectively referred to as the "Confidential Information," the parties agree as follows:

1. Each party acknowledges that in the course of discussing or attending meeting pursuant to the CIOF each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality. Without limiting the foregoing, each party's Confidential Information shall include, without limitation, business information financial information and employee information; information regarding products, marketing plans, business plans, customer names and lists, Software, Data, Services and Documentation; reports generated by or for such party; methods of database creation; translation, standardization, enhancement, and data analysis techniques, data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), drawings, tools, programs, software architecture, technology and trade secrets.

2. Each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any



of the other party's Confidential Information that are held by that party. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

3. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

4. Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

If the foregoing comports with your understanding of our intentions, please sign in the space provided below and return the enclosed copy of this letter to me.

We look forward to a mutually rewarding relationship.

Very truly yours,
Don Lee
President
Mid-Atlantic CIO Forum

ACKNOWLEDGED AND AGREED

this __ day of _____ 202_

Name: _____

Signature: _____