



Confidentiality Agreement

This Agreement made as of the _____ day of _____, 20____, between Admin and Beyond, LLC ("A&B"), and _____, _____, at _____ (the "Client").

1. **Confidential Information.** A&B acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information (the "Confidential Information") to A&B in order for A&B to perform duties under this Agreement. A&B acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information could irreparably harm Client. Accordingly, A&B will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission, except to the extent necessary to perform services on Client's behalf.

Confidential Information shall be submitted, orally, in writing, or by any other media, to A&B by the Client. Confidential Information disclosed orally shall be identified as such. Nothing herein shall require the Client to disclose any of its information.

Proprietary or confidential information includes, but is not limited to:

- the written, printed, graphic, or electronically recorded materials furnished by Client for A&B to use
 - business or marketing plans or strategies, customer lists, operating procedures, patent, copyright, trademark, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information
 - information belonging to customers and suppliers of Client about whom A&B gained knowledge as a result of A&B's services to Client
 - all regular correspondence and transcription
 - any information that Client makes reasonable efforts to maintain the secrecy of.
 - Intellectual Property Ownership
2. **A&B's Obligations.** A&B agrees that the Confidential Information is to be considered confidential and proprietary to the Client and A&B shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Client and shall disclose it only to its officers, directors, or representatives with a specific need to know. A&B will not disclose, publish or otherwise reveal any of the Confidential Information received from the Client to any other party whatsoever except with the specific prior written authorization of the Client.

A&B or its employees, subsidiaries, agents, and/or independent contractors ("Representative") shall not, either during the period of their employment with A&B or thereafter, reveal or disclose to any person outside A&B or use to their own benefit, any proprietary or confidential information, whether or not supplied by A&B or A&B's Clients, and whether or not made, developed and/or conceived by Representative or by others in the employ of A&B. Upon the termination of Representative's employment in any manner or for any reason, Representative shall promptly surrender to A&B all copies of any of the foregoing, together with any other documents, materials, data, information and equipment belonging to or relating to A&B's business or that of A&B's Clients and in their possession, custody or control and Representative shall not thereafter retain or deliver to any other person, any of the foregoing or any summary or memorandum thereof. A&B's employment contract with any employees, subsidiaries, agents, or independent contractors includes a confidentiality clause which must be signed prior to their being hired.

A&B assigns to Client all patent, copyright, trademark, and trade secret rights in anything created or developed by A&B for Client under this Engagement.

3. Confidential Information furnished in tangible form shall not be duplicated by A&B except for purposes of this Agreement. Upon the request of the Client, A&B shall return all Confidential Information received in written or

tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

Immediately upon request by the Client at any time, or upon completion of the project, A&B will turn over to the Client all Proprietary Information of the Client's and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. A&B understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Client, or (ii) requires the Client to proceed with any transaction or relationship.

4. Term. The obligations of A&B herein shall be effective from the date the Client last discloses any Confidential Information to A&B pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against A&B, nor by the rejection of any agreement between the Client and A&B, by a trustee of A&B in bankruptcy, or by A&B as a debtor-in-possession or the equivalent of any of the foregoing under local law.
5. Other Information. A&B shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by A&B; is rightfully received by A&B without obligations of confidentiality; or is developed by A&B without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to the Client along with the asserted grounds for disclosure.

The Client acknowledges that all consulting-related advice (written or oral) given by the A&B Representatives to the Client in connection with the Engagement is intended solely for the benefit and use of the Client and we understand that the Client has agreed to treat any consulting-related advice received from us, whether orally or in writing, confidential and, except as provided in this Agreement, will not publish, distribute or disclose in any manner any consulting-related advice developed by or received from us without our prior written approval (except to the Client's respective officers, directors, employees, attorneys, advisors, shareholders, lenders, or prospective investors or lenders and persons who have a need to know such information in order to perform services under this Agreement). Such approval shall not be unreasonably withheld. Our approval is not needed if (a) the advice sought is required to be disclosed by law or by an order binding on the Client or us, issued by a court having competent jurisdiction over the Client or us, as applicable (unless such order specifies that the advice to be disclosed is to be placed under seal), (b) such information is otherwise publicly available, (c) the disclosure is of information in the possession of the Client prior to this Agreement or is independently developed by the Client, or (d) the disclosure is of information acquired from a third party who, to the Client's knowledge, owes no obligation of confidence with respect to such information.

6. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts, except as set forth in the accompanying Letter of Engagement. Confidential Information may pertain to prospective or unannounced products. A&B agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.
7. No Publicity. A&B agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the Client, without the Client's express prior written consent.
8. Governing Law & Equitable Relief. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Cook County, Illinois. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Cook County, Illinois. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.
9. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

10. Non-Assignment. A&B may not assign this Agreement or any interests herein without the Client's express prior written consent.
11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
12. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature : _____

Signature: _____

Print Name:

Print Name:

Title:

Title:

Company:

Company: Admin and Beyond, LLC

Address:

Address: 3 Golf Center, Suite 263

City, St, Zip

City, St, Zip Hoffman Estates, IL 60169