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**NONDISCLOSURE AGREEMENT**

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This Nondisclosure Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between VantorBridge LLC, a limited liability corporation headquartered in Aiken, South Carolina ("VantorBridge") on the first part, and

\_\_\_\_\_, located or headquartered at

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("the Client") 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 of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Client is engaged. If Confidential Information is in written form, the Client shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Client shall promptly provide a written indication spelling out which parts of such oral communication constituted Confidential Information.

**2. Exclusions from Confidential Information.** VantorBridge's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the VantorBridge; (b) discovered or created by the VantorBridge before disclosure by the Client; (c) learned by the VantorBridge through legitimate means other than from the Client or the Client's representatives; or (d) is disclosed by VantorBridge with the Client's prior written approval.

**3. Obligations of VantorBridge.** VantorBridge shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Client. VantorBridge shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. VantorBridge shall not, without prior written approval of the Client, use for VantorBridge's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Client, any Confidential Information. VantorBridge shall return to the Client any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Client requests it in writing.

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4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and VantorBridge's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, until the Client sends VantorBridge written notice releasing VantorBridge from this Agreement, or five years from the date of this Agreement, whichever occurs first.

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

6. **Jurisdiction.** This Agreement shall be construed according to the laws of the State of South Carolina. Should disputes arise which cannot be resolved within 30 days, or within a longer period agreed upon by both parties in writing, either party may submit the matter to binding arbitration. Such arbitration shall be conducted within the State of South Carolina and in accordance with South Carolina law. The parties shall in good faith agree on a single impartial Arbitrator, knowledgeable in the subject matter at hand, and shall abide by all decisions thereof.

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

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

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

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

For Client:

For VantorBridge:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Dated: \_\_\_\_\_

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