

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of **January 20, 2018**, between **Company Name, of Address, City, Pennsylvania Zip**, and Wood Trade Services LLC, of 38 Beech St, PO Box 141, Coral, Pennsylvania 15731.

Company Name is engaged in the business of Architectural Woodworking. Wood Trade Services LLC is engaged in the business of Woodwork Project Cost Analysis Services.

Confidential information will be provided to Wood Trade Services LLC to evaluate and analyze project costs. Information about the customer's cost of doing business will be kept confidential and will not be disclosed to the public or to competitive businesses.

The Owner has requested, and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to **Company Name**, whether or not owned or developed by **Company Name**, which is not generally known other than by **Company Name**, and which Wood Trade Services LLC may obtain through any direct or indirect contact with **Company Name**.

A. Confidential Information includes without limitation:

- business records and plans
 - financial statements
 - customer lists and records
 - pricing structure
 - costs
- and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by **Company Name**
 - information rightfully received by Wood Trade Services LLC from a third party without a duty of confidentiality
 - information independently developed by Wood Trade Services LLC
 - information disclosed by operation of law
 - information disclosed by Wood Trade Services LLC with the prior written consent of **Company Name**
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Wood Trade Services LLC understands and acknowledges that the Confidential Information has been developed or obtained

by **Company Name** by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of **Company Name** which provides **Company Name** with a significant competitive advantage and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Wood Trade Services LLC agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of **Company Name**. In addition, Wood Trade Services LLC agrees that:

No Copying/Modifying. Wood Trade Services LLC will not copy or modify any Confidential Information without the prior written consent of **Company Name**.

Application to Employees. Further, Wood Trade Services LLC shall not disclose any Confidential Information to any employees of Wood Trade Services LLC, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of **Company Name**.

Unauthorized Disclosure of Information. If it appears that Wood Trade Services LLC has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, **Company Name** shall be entitled to an injunction to restrain Wood Trade Services LLC from disclosing, in whole or in part, the Confidential Information. **Company Name** shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

IV. NO WARRANTY. Wood Trade Services LLC acknowledges and agrees that the Confidential Information is provided on an AS IS basis. **COMPANY NAME** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL **COMPANY NAME** BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. **Company Name** does not represent or warrant that any product or business plans disclosed to Wood Trade Services LLC will be marketed or carried out as disclosed, or at all. Any actions taken by Wood Trade Services LLC in response to the disclosure of the Confidential Information shall be solely at the risk of Wood Trade Services LLC.

V. LIMITED LICENSE TO USE. Wood Trade Services LLC shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Wood Trade

Services LLC acknowledges that, as between **Company Name** and Wood Trade Services LLC, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of **Company Name**, even if suggestions, comments, and/or ideas made by Wood Trade Services LLC are incorporated into the Confidential Information or related materials during the period of this Agreement.

VI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:

Company Name

By: _____
Representative Name
Title

Recipient:
Wood Trade Services LLC

By: _____
David Brown
President