



NON-DISCLOSURE AGREEMENT
(Target Disclosing Information/No Personally Identifiable Information)

As used in this Non-Disclosure Agreement ("Agreement") "Target" refers collectively to Target Corporation, its subsidiaries and affiliated entities and "Individual" refers to the party named below.

The following terms and conditions apply when Target discloses information to Individual:

1. **DEFINITION OF "CONFIDENTIAL INFORMATION".** The term "Confidential Information" means all information relating to or used in Target's business even if it is not marked "confidential". Confidential Information includes, but is not limited to, all business processes and procedures, systems, methods of doing business, data, reports, specifications, formulae, proposals, strategies, business plans and analyses, financial information and projections, personnel information, information about merchandising, information about past, present or potential customers, information about past, present or potential vendors, information about existing or future technology, future stores, and proprietary or third-party software. Unless information is about past, present or potential customers or employees of Target, the term "Confidential Information" does not include information that:
 - (a) is or becomes known to the public through no fault of Individual;
 - (b) Individual rightfully possessed before receiving it from or on behalf of Target;
 - (c) is subsequently disclosed to Individual by a third party who is not under an obligation of confidentiality; or
 - (d) Individual develops independently without using Confidential Information.
2. **NON-DISCLOSURE OBLIGATION.** Individual will not disclose Confidential Information except:
 - (a) to its contractors or agents: (i) whose duties justify their need to know such Confidential Information, (ii) who have been clearly informed by Individual of their obligation to maintain its confidentiality, and (iii) who are bound by obligations at least as restrictive as those described in this Agreement;
 - (b) to the extent required by applicable federal, state or local law, regulation, court order or other legal process; provided Individual has given Target prompt written notice of such required disclosure and, to the extent reasonably possible, has given Target an opportunity to contest such required disclosure at Target's expense; or
 - (c) as otherwise permitted by Target in writing.
3. **PERMITTED USE OF CONFIDENTIAL INFORMATION.** Individual may use the Confidential Information, or any information that it develops based on the Confidential Information, only for the purpose for which it was disclosed.
4. **PROTECTION OF CONFIDENTIAL INFORMATION.** Individual represents and warrants that it has taken appropriate measures to protect the security, confidentiality, and integrity of Confidential Information. Individual will use the same care to prevent the unauthorized use or disclosure of Confidential Information as Individual uses with respect to its own confidential information of a similar nature, but no less than the care a reasonable business person would use under similar circumstances. Target has the right to review Individual's operations and procedures to ensure compliance with this Agreement and, if requested by Target, Individual shall make available audits, summaries of test results, or other information to assist Target in monitoring compliance with this Agreement. Individual shall notify Target immediately, and shall cooperate fully with Target, in the event of any unauthorized access, use or disclosure of Confidential Information. Notice to Target regarding such an incident shall be sent by e-mail to integrity@target.com. Individual shall indemnify and defend Target for damages and expenses resulting from any unauthorized access to, use or disclosure of Confidential Information.
5. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon Target's request, Individual shall cease using and promptly return to Target or arrange for the destruction of all copies (whether hard, electronic or otherwise) of any Confidential Information then in Individual's possession or under Individual's control. If Individual returns Confidential Information, it shall be in a time, manner and format reasonably requested by

Target. If Individual destroys Confidential Information, Individual agrees to dispose of the Confidential Information in such a manner that the information cannot be read or reconstructed after destruction. Upon Target's request, Individual shall certify in writing that Individual has complied with the obligations set forth in this section. Target may make these requests using methods other than those outlined in section 9.

6. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** Target retains all right, title and interest in and to Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant Individual any license or other intellectual property right.
7. **DISCLAIMERS.** Individual agrees that Confidential Information is disclosed on an "AS IS" basis, without warranties of any kind. Target does not represent or warrant that Confidential Information is accurate, complete or current. The disclosure of Confidential Information containing business plans is for planning purposes only. Target may change or cancel its plans at any time at its sole discretion. Individual agrees that disclosure of Confidential Information does not obligate either party to enter into any type of business relationship.
8. **INJUNCTIVE RELIEF.** Individual acknowledges that the unauthorized use or disclosure by Individual of Confidential Information would likely cause immediate and irreparable harm that could not be fully remedied by monetary damages. Individual therefore agrees that Target may specifically enforce this Agreement and may seek injunctive or other equitable relief to prevent unauthorized use or disclosure without the necessity of proving actual harm.
9. **NOTICES.** Except as otherwise provided in this Agreement, notice required under this Agreement shall be in writing and shall use one of the following delivery methods: (a) reputable courier, with such notice effective at the time delivery is shown in the courier's records; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for Individual shall be the address set forth below. The proper notice address for Target is: Target Corporation, General Counsel, Law Department, 1000 Nicollet Mall, TPS-2670, Minneapolis, MN 55403.
10. **GENERAL.** The parties may amend this Agreement only in a writing that each party signs. The terms of such an amendment shall apply as of the effective date of the amendment, unless the amendment specifies otherwise. This Agreement shall be binding upon and inure to the benefit of Individual and Target and their respective successors and assigns. The laws of the State of Minnesota shall govern this Agreement. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition. Confidential Information shall continue to be subject to the terms of this Agreement indefinitely. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available at law, in equity or otherwise. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

INDIVIDUAL NAME: _____

Signature: _____

Name: _____
Please Print

Title: _____

Date: _____

Address: _____

