# **Non-Disclosure Agreement**

This agreement is made between VCIC® competitors and spectators (collectively, the “Designee”), the host school and all entrepreneurs participating in VCIC® (collectively, the “Company”).

Company and Designee have entered into a relationship that requires the disclosure to Designee of certain confidential business and trade information proprietary to Company.

In consideration of the mutual business covenants between the parties and other good consideration, the parties agree as follows:

1. INFORMATION DISCLOSED. Designee requests disclosure of confidential information which will be delivered upon signing of this agreement and a receipt for the disclosed information as follows:

*Business plan, strategy, business financings and related information*

1. USE OF INFORMATION. Designee agrees to hold the disclosed confidential proprietary information for internal use only in the furtherance of the mutual business enterprise which is further described as follows:

The confidential information may only be used in connection with the VCIC®.

1. NON-DISCLOSURE. Designee agrees not to disclose Company confidential information to any third parties.
2. PROTECTION OF CONFIDENTIALITY. Designee agrees that it shall protect the confidentiality of and take all reasonable steps to prevent disclosure and use of the confidential information to prevent it from falling into the public domain or possession of unauthorized persons. Designee will advise Company in writing of any misappropriation or misuse by any person of the confidential information.
3. RETURN OF MATERIALS. Any materials or documents of Company will be promptly returned by Designee to host school at the conclusion of the VCIC® event.
4. PATENT OR COPYRIGHT INFRINGEMENT. Nothing in this Agreement is intended to grant any rights under any patent or copyright of Company.
5. TIME PERIOD. Obligations of confidence under this Agreement shall continue until two [2] years from the VCIC® event.
6. The Designee agrees that a breach of this Agreement by the Designee could result in irreparable harm to the Company, and that upon breach, the Company shall be entitled to injunctive relief in addition to monetary damages.
7. MISCELLANEOUS. This agreement shall be governed by, and construed in accordance with, the laws of the state in which the VCIC® event is taking place, including all matters of construction, validity, and performance. Venue for any action hereunder or related hereto shall be in any state or federal court with competent jurisdiction in the state where the VCIC® event is occurring. The Designee hereby submits and waives any objections to the jurisdiction of such courts. This Agreement is binding upon and for the benefit of the parties, their successors and assigns, provided that the right to confidential information may not be assigned. Failure to enforce any provision of the Agreement shall not constitute a waiver of any term hereof.

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(Printed Name) (Signature)