



## Non-Disclosure Agreement

This is a Confidentiality and Non-Disclosure Agreement ("Agreement") between NEPC, LLC ("NEPC" or "Discloser") and \_\_\_\_\_ ("Recipient"). This Agreement is effective on the first date of information exchange or the date of execution, whichever is earlier, and may be terminated by either party on 10 days prior notice. However, Recipient's obligation to maintain confidentiality continues per the terms of this Agreement.

NEPC may provide Recipient with its financial statements or other company information or data that is not generally available to the public ("Information"). Recipient agrees to the following:

1. All Information furnished by NEPC to Recipient shall be treated as confidential and shall remain NEPC's sole property.
2. Recipient shall hold all of the Information furnished by NEPC secret and in confidence and shall not disclose any such Information to anyone not employed by Recipient. In the event that Recipient is requested or required (by oral questions, interrogatories, requests for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information, Recipient will provide NEPC with prompt notice of such requests so that NEPC may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Agreement. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, Recipient is nonetheless compelled to disclose any of the Information protected hereby to any tribunal or also stand liable for contempt or suffer other censure or penalty, Recipient may disclose such Information to such tribunal without liability hereunder after providing prompt notice to NEPC.
3. Recipient shall only reveal the Information to those employees who need to know the Information in connection with considering the services of NEPC, who shall be informed of the confidential nature of the Information and who agree to be bound by the terms of this Agreement. Recipient shall use its best efforts to enforce this Agreement against those to be bound, which shall not relieve Recipient of its duties, obligations and liabilities under this Agreement.
4. Recipient agrees to return or destroy all Information within ten (10) days of a written request to do so. Recipient also agrees to purge any Information that it has placed on any computer system, magnetic tape or other media within such ten (10) day timeframe.
5. NEPC makes no express or implied representations or warranties in, and expressly disclaims any and all liability for omissions from, the Information or any other written or oral communication transmitted or made available by it.
6. Recipient agrees that NEPC could suffer irreparable harm and that damages caused by a breach of this Agreement by Recipient or its agents would be impossible to calculate and would, therefore, be an inadequate remedy. Accordingly, Recipient agrees that in addition to all other remedies at law or in equity, NEPC shall be entitled to temporary and permanent injunctive relief against Recipient for any threatened or actual breach hereof.
7. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of law.

**By signing below I agree to the above terms and conditions and warrant and represent that I have the proper authority to execute this Agreement.**

ACCEPTED AND AGREED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name