

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made by and between GET Media (“Company”) and [Recipient] (“Recipient”).

WHEREAS, Company agrees to provide confidential information to Recipient for the purpose of a potential business deal between the parties;

WHEREAS, the purpose is to prevent the unauthorized disclosure of certain proprietary and confidential information related to intellectual property, product design and formulation, trade secrets, operations, clients and customers, personnel, and other matters of Company as described below (“Confidential Information”). This Agreement is made and entered in by Company and Recipient on the date executed.

- **Confidential Information.** Recipient may obtain or have access to obtain during the course of normal business operations or through its work, certain information and/or sensitive data not generally known to the public, concerning materials related to the Company’s business. “Confidential Information” means all trade secrets and all other information of a business, financial, marketing, technical, or other nature relating to the business of the Company that is not generally known or available to the public and/or learned or developed, or to which Recipient had access, during the course of Recipient’s relationship with the Company, including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, designs and design projects, inventions, computer hardware, software programs, business plans, market studies, supplier information, credit information, personnel information, payroll information, sales information, revenue, costs, negotiations, strategies, contracts, projects pertaining to the Company, and any information of others that the Company has agreed to keep confidential. Confidential Information shall not include any information that has entered or enters the public domain through no fault of Recipient, or any information that is or became available to Recipient on a non-confidential basis from a source other than the Company that, at the time of transmission and to the knowledge of Recipient, was not prohibited from transmitting such information to Recipient by any legally binding obligation.
- **Protection of Confidential Information and Restrictions on Use.** Recipient agrees that it will hold in strict confidence and not disclose to any third party any Confidential Information except as approved in writing in advance by Company and will use the Confidential Information for no purpose than agreed to by Company and Recipient. Prohibited purposes include, but are not limited to, the circumvention of a transaction with Company. Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- **Term.** The restrictions of this agreement shall exist until the Confidential Information has

been made part of the public domain or until three years from the date of this contract, whichever is longer. If the information is a trade secret, the information shall remain confidential as long as such information remains a trade secret under applicable law.

- **Hold Harmless.** Recipient hereby agrees to indemnify and hold harmless Company, its members, managers, officers, and employees from any damage, loss, cost or liability (including, without limitation, legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use of the Confidential Information or any other breach of this Agreement by you or your agents.
- **Remedy.** It is understood and agreed that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause the non-breaching Party irreparable harm. Accordingly, it is understood and agreed that in the event of any breach or threatened breach of this Agreement (including any unauthorized disclosure) by Recipient (or its Representatives), Company, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
- **Prevailing Party.** If Company retains an attorney to enforce or defend their rights under this Agreement, the Company shall receive payment for reasonable attorney's fees from the other party in the event Company prevails in its enforcement and/or defense of their rights under this Agreement.
- **Governing Law; Consent to Jurisdiction.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of South Carolina without regard to its conflicts of law rules.
- **Electronic Signature and Counterparts.** This Agreement may be executed electronically, by facsimile, or handwritten signature, all of such shall have the same force and effect as original signatures and shall be binding upon the parties. It may be executed simultaneous or in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The Recipient hereby agrees to the terms of this Confidentiality and Nondisclosure Agreement.

IN WITNESS OF THE ABOVE AGREEMENT, the Parties execute this agreement on the date below.