



**COMMONWEALTH BUSINESS TRAVEL GROUP, INC.**

**MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

THIS **MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT** (the "Agreement"), is entered into by and between \_\_\_\_\_ ("Agency") and Commonwealth Business Travel Group ("CBTG"), on \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, it is anticipated that as a result of quarterly meeting attendance / or minutes posted on the CBTG web site member agency will have access to confidential information provided by other member agencies, or from speakers hired for presentation purposes.

WHEREAS, \_\_\_\_\_ and its employees may acquire certain confidential and proprietary information that is owned by either hired speakers, or other member agencies which may not be generally known in the industry, and gives it an advantage over its competitors. \_\_\_\_\_ protects the confidentiality of such information, which includes without limitation unique marketing and sales methods and systems, product processes, techniques, know-how, formulas, theories, data, research, technology, business procedures, business plans, ownership structures, legal matters, reports, prototypes, devices, equipment, studies, formulas, designs, specifications, flow charts, financial data, vendor and manufacturer lists, marketing plans, customer lists, displayer and independent contractor/manager lists, and other technical or business information (collectively, the "Confidential Information");

1. **Protection.** \_\_\_\_\_ agrees, for themselves and for their successors and assigns to:

(a) hold the other's Confidential Information in confidence and not, either directly or indirectly, whether for its own benefit or the benefit of others, disclose, disseminate, publish, or in any way otherwise make available the Confidential Information to any third parties, employees, agents, consultants or advisors, unless such disclosure, dissemination or publication has been authorized in writing by the disclosing party or unless such Confidential Information is vital for evolution of a business transaction (potential or otherwise) between the parties, and shall take all reasonable actions necessary to protect such Confidential Information and to ensure that such third parties, employees, agents, consultants and advisors are denied access thereto to the same degree of care as it would use in safeguarding its own similar information or material;

(b) not copy or otherwise duplicate the Confidential Information, or allow anyone else to copy or otherwise duplicate the Confidential Information that may come into its possession or under its control, without the disclosing party's prior written approval;

(c) not, either directly or indirectly, whether for its benefit or the benefit of others, use, license, sell, or transfer the Confidential Information in any manner, except as expressly permitted in writing by the disclosing party; and

(d) to disclose the Confidential Information only to certain of the receiving party's employees with a "need to know" the Confidential Information to carry out the purpose for which the information is disclosed by the disclosing party to it, who have been advised of the obligations

of confidentiality, and have agreed in writing to comply with the terms and conditions of this Agreement; and

For purposes of this Agreement, "Confidential Information" does not include information that the receiving party can demonstrate by clear and convincing evidence: (i) is or subsequently becomes generally available to the public without it's breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to disclosure by the disclosing party to it, (iii) became known to the receiving party from a third party legally in possession of such information without an obligation of confidentiality owed to the disclosing party or any third party, or (iv) is independently developed by the receiving party without reference to or reliance upon the Confidential Information.

2. Limitation on Obligations. In the event the receiving party is required to disclose Confidential Information to comply with applicable laws or governmental or regulatory regulations, or by judicial order, the receiving party may disclose such Confidential Information provided that the receiving party provides prior written notice of such request or obligation of disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

3. Return Upon Termination. Upon termination of the business relationship, the receiving party immediately shall cease to use the Confidential Information and shall return all copies of the Confidential Information to the disclosing party, whether or not provided by the disclosing party, unless otherwise instructed by the disclosing party.

4 Severability. If any provision contained in this Agreement is for any reason held to be invalid or unenforceable, such provision shall be fully severable, and in lieu of such invalid or unenforceable provision shall be fully added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.

12. Knowledge. Each party acknowledges that it has had the opportunity to read and discuss this Agreement with its advisors, and understands this Agreement and its importance. Each party also acknowledges that the other is relying on the Confidential Information for its success and would not disclose the Confidential Information to the receiving party without this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**COMMONWEALTH BUSINESS TRAVEL GROUP**

By: \_\_\_\_\_  
Name: Cathy Caddy  
Its: Executive Director