

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into as of _____, 20____ (“Effective Date”) by and between: **UPPER ECHELON MATCHMAKING LLC DBA UPPER ECHELON EXPERIENCES** (“Upper Echelon”), and _____ (“Receiving Party”).

The purpose of this Agreement is to protect the proprietary and confidential information and trade secrets disclosed by Upper Echelon to the Receiving Party.

1. **Definition of Confidential Information**

“Confidential Information” means any non-public, proprietary, or confidential information disclosed by Upper Echelon, whether oral, written, or electronic, including but not limited to:

- Business operations, strategies, processes, plans;
- Client and supplier information;
- Details of experiences shared with Clients to include time, location(s), activities engaged in, and any information Client shares with Receiving Party;
- Financial data, pricing, and sales information;
- Technical data, formulas, product specifications, software, inventions, and methods; and
- Marketing materials, training content, or any materials designated confidential.

Confidential Information includes all analyses, compilations, notes, or documents prepared by the Receiving Party that contain or are based on such information.

Confidential Information does **not** include information that the Receiving Party can demonstrate:

- Was lawfully known prior to disclosure by Upper Echelon
- Becomes publicly available through no fault of the Receiving Party
- Is lawfully obtained from a third party not bound by a confidentiality obligation

2. **Trade Secrets**

“Trade Secrets” refers to any Confidential Information that:

- Is not generally known to the public;
- Derives economic value from being secret; and
- Is subject to reasonable efforts by Upper Echelon to maintain its secrecy.

The Receiving Party agrees not to use or disclose any Trade Secrets during or after the term of this Agreement unless they become publicly available through lawful means, and lose their

status as Trade Secrets through no fault, either directly or indirectly, of the Receiving Party.

3. **Obligations of Confidentiality**

The Receiving Party agrees:

- To protect and maintain the confidentiality of the Confidential Information and Trade Secrets using at least the same degree of care as used to protect their own confidential information (but not less than reasonable care);
- Not to disclose, use, copy, or distribute any Confidential Information or Trade Secrets for any purpose other than as permitted by Upper Echelon; and
- That these obligations remain in effect during the relationship with Upper Echelon and for **24 months** after its termination (or as long as the information remains confidential, whichever is longer).

4. **Ownership**

All Confidential Information and Trade Secrets remain the exclusive property of Upper Echelon. No rights or licenses are granted to the Receiving Party other than the limited right to use the information as specified in this Agreement.

5. **No Obligation to Proceed**

This Agreement does not obligate either party to proceed with any transaction, relationship, or engagement. No contractual obligation shall arise unless and until a separate definitive agreement is executed.

6. **Return or Destruction of Information**

Upon written request, the Receiving Party agrees to promptly return or destroy all Confidential Information and Trade Secrets, including all copies, notes, or derivatives thereof. If destruction is authorized, the Receiving Party must certify the destruction in writing.

7. **Injunctive Relief**

The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information or Trade Secrets may cause irreparable harm to Upper Echelon. In such cases, Upper Echelon is entitled to seek injunctive relief and other equitable remedies, in addition to legal damages.

8. **Authority**

Each party represents that it has the legal right and authority to enter into this Agreement. Upper Echelon makes no warranties as to the accuracy or completeness of the Confidential Information provided and discloses it “as is.”

9. **Construction of Agreement**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

10. **Assignment, Integration and Waiver**

The Receiving Party may not assign this Agreement without Upper Echelon's written consent. This Agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties. Waiver of any breach does not constitute a waiver of any other breach.

11. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict-of-law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UPPER ECHELON:

Signature

Printed Name: _____

Title: _____

Date: _____

RECEIVING PARTY:

Signature

Print Name: _____

Date: _____