



**The Wright Way Company Inc.
Confidentiality and Non-Disclosure Agreement**

This Agreement is entered by and between The Wright Way Company, Inc. (hereinafter “Client”) and _____ (hereinafter “Company”).

WHEREAS, Client has expressed an interest in acquiring the services of Company;

WHEREAS, Client has requested a meeting with the owners and/or employees of Company to learn more about their business, services, designs and processes;

WHEREAS, in order to facilitate further discussions, either during the meeting or after the meeting, Company may provide to Client additional information concerning Company, its business, and design blueprints or other plans or processes;

WHEREAS, in asking for or receiving such information, Client recognizes that much, or all the requested information is confidential and proprietary; and

WHEREAS, Company and Client are executing this Agreement to evidence their agreement to maintain and protect the confidentiality of all such information.

In consideration of the mutual covenants contained herein, including the opportunity of Client to meet with the owners and/or employees of Company and learn more about their business, services, processes, designs, plans, and offerings, the parties hereto agree as follows:

Section 1. Defined Terms. When used in this letter, the following terms have the meanings set forth below:

1.1 Affiliate. An “Affiliate” is an individual, corporation, partnership, trust or other entity that owns any interest in Company or Client or of which Company or Client is the owner of capital stock, a membership interest, a partnership interest, or some other form of ownership.

1.2 Applicable Period. The “Applicable Period” consists of the earlier of sixty (60) months after the cessation of discussions between Company and Client or the termination of any agreement between Company and Client.

1.3 Company. “Company” is defined in the introductory paragraph of this letter together with any successor or assignee of such entity.

1.4 Confidential Information. “Confidential Information” is any information, other than Public Information (a term which is defined below), regardless of the form of the information or the time or date when such information is or has been delivered to Company or Client, which is deemed to be confidential by Company and which falls within any one or more of the following categories: (a) information concerning Company’s (i)

operations and (ii) pricing structure; and (b) information concerning Company's (i) products and related designs, plans, and processes, (ii) services, and (iii) other concepts or ideas related to Company's or any Affiliate's business or products that is proprietary and unique.

1.5 Public Information. "Public Information" consists of (a) information which is publicly available, (b) information which is developed independently without use of any Confidential Information so long as the independent development of such information can be clearly documented and verified; and (c) information that is demonstrably known to the Client previously without an obligation of confidentiality.

1.6 "Client". In this letter, the term "Client" shall mean and include the entity designated as Client above and said Client's affiliates and its employees.

Section 2. Confidentiality and Non-Disclosure. Company and Client agree as follows:

2.1 Covenant of Confidentiality. All Confidential Information will at all times be held in strict confidence, will be used only in connection with the parties' discussions concerning Client's contract or potential contract with the Company and will not be disclosed by Client to any other person or entity without the prior written consent of Company, except as required by law, or to Client's employees, attorneys or accountants in the event Client consults with them about its contract or potential contract with Company. Client acknowledges the representations of Company that Confidential Information is proprietary and valuable to Company and that any disclosure or unauthorized use thereof may cause harm and loss to Company.

2.2 Obligations of Client. In consideration of the disclosure to Client of Confidential Information, Client agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto:

2.2.1 To use Confidential Information for the sole purpose of evaluating the viability of entering into a contract with the Company.

2.2.2 Not to duplicate, in whole or in part, any Confidential Information.

2.2.3 Not to disclose Confidential Information to any entity, individual, corporation, partnership, sole proprietorship, customer or client without the prior express written consent of Company;

2.2.4 The standard of care to be utilized by Client in the performance of its obligations set forth herein shall be the standard of care utilized by Client in treating Client's own information which it does not wish disclosed outside of Client.

2.3 Covenant Not to Misuse. Client agrees not to use any Confidential Information for its own purposes or in connection with any business in which it engages or for any other commercial use or purpose.

2.4 Detrimental Statements. During the Applicable Period, Company and/or Client will not make any public statement or communication, oral or written, about any of Company's Confidential Information.

2.5 Return of Confidential Information. If either party decides that it does not wish to enter into a contract with the other, such party will promptly give notice of that decision in writing. Client must promptly deliver to Company any documents, files, forms, or other medium constituting, using, or incorporating Confidential Information and any

copies made thereof. Client must also delete and expunge any Confidential Information from computers and network servers upon the request of Company.

2.6 No Conveyance of License. Nothing in this Agreement shall be construed to convey to the Client any right, title, copyright, or interest in any Confidential Information, or an license to use, sell, exploit, copy, or further develop any such Confidential Information.

2.7 Right to Injunctive Relief. Client acknowledges that a violation or attempted violation on its part of any agreement in this Section 2 will cause damage to Company, and accordingly Client agrees that Company will be entitled as a matter of right to an injunction, out of any court of competent jurisdiction, restraining any violation or further violation of such agreements by Client, or any person or entity employed by or affiliated with Client; and such right to an injunction will be cumulative and in addition to any other remedies Company may have as a result of Client's breach of these agreements.

Section 3. Miscellaneous Provisions.

3.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be exclusively in any court in Harris County, Texas.

3.2 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. This Agreement may be amended only by a written amendment signed by Company and Client.

3.3 Notices. All notices given under this Agreement will be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to Company and Client at the address stated for each of them on the signature page, or at such other address as may be designated in writing by either of them to the other, and will be deemed delivered for all purposes hereunder upon deposit into the United States mail.

3.4 Successors and Assigns. This Agreement will be binding on Company, Client, and their respective successors and assigns, but nothing contained in this paragraph shall be construed as a consent to any assignment of this Agreement by any of the parties hereto.

3.5 Survival of Terms. Suspension of discussions, regardless of the reason, will not release Client from any liabilities or obligations contained in this Agreement which (a) Client has expressly agreed will survive termination, or (b) remain to be performed or by their nature would be intended to be applicable following termination of such discussions.

3.6 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable (an "invalid provision") under present or future laws effective during the terms of this Agreement, the invalid provision will be severed from this Agreement; this Agreement will be construed and enforced as if the invalid provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid provision or by its severance from this Agreement. Furthermore, in lieu of the invalid provision, there will be added automatically as a part of this Agreement a provision as similar in terms to the invalid provision as may be possible and be legal, valid, and enforceable.

3.7 Binding on Employees and Professionals. Client agrees that all of its employees, attorneys, accountants, lenders and other professionals, will abide by Client's obligations under this Agreement, and Client will be responsible for any disclosure said parties may make of Confidential Information in violation of this Agreement.

3.8 Waiver. The waiver by Company of any breach of any provision of this Agreement by Client shall not be construed as a waiver of any subsequent breach, whether of the same or of a different character.

3.9 Sections. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.10 Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3.11 No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

3.12 Attorney's Fees. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of any party in relation hereto, said party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

Verification

Executed on the _____ day of _____ 2019.

SUBCONTRACTOR COMPANY

THE WRIGHT WAY COMPANY

Company Name

The Wright Way Company Inc

Company Name

Representative Agent Signature

Representative Agent Signature

Printed Name

Printed Name

Date

Date