



**NON-DISCLOSURE AGREEMENT  
CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY**

This Non-Disclosure Agreement (the “Agreement”) is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ an \_\_\_\_\_ company (“Disclosure”), and the Camden County Joint Development Authority (“Recipient”), which is a development authority and public body corporate and politic duly created pursuant to the provisions of Article VII, Section VII of the Constitution of the State of Georgia and the Development Authorities Law of the State of Georgia (O.C.G.A. 36-62-1, et seq.), as amended (collectively the “Acts”), in which Discloser agrees to disclose, and Recipient agrees to receive, certain confidential information (“Confidential Information”) on the following terms and conditions:

1. **Confidential Information.** As used herein “Confidential Information” shall mean all information provided to by Discloser to Recipient, in any form or format, including, but not limited to information regarding the interest, location, relocation, and establishment of the business or facility of the Discloser or the manufacture, marketing, distribution and sale of products of the Discloser (the “Product”), and any related information regarding ideas, drawings, designs, models, manufacturing equipment and processes, business, financial and product development plans, strategies, and similar information.
2. **Acknowledgement.** Recipient understands and acknowledges that Discloser’s Confidential Information consists of information and materials that are valuable and proprietary to and constitute business and trade secrets of the Discloser.
3. **Purpose of Disclosure.** Recipient acknowledges receipt of a Confidential Information from Discloser. Recipient shall make use of Discloser’s Confidential Information only for the purpose of evaluating investment or financing mechanisms for project financing made available to the Discloser by the Recipient in the form of a Proposal (the “Proposal”)
4. **Non-Disclosure.** In consideration of Discloser’s disclosure of the Confidential Information to Recipient. Recipient agrees that it will treat the Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Recipient agrees, that without Discloser’s prior written consent, Recipient will not:
  - (a) Disclose the Confidential Information to any third party;
  - (b) Make or permit to be made copies or other reproductions of the Confidential Information; or
  - (c) Make any commercial use of the Confidential Information.



Recipient will not disclose the Confidential Information to Recipient's employees, agents, and consultants unless: (1) they have a need to know the information in connection with their employment or consultant duties; and (2) they personally agree in writing to be bound by the term of this Agreement.

5. **Return of Materials.** Upon Discloser's request, Recipient shall promptly (within 10 days) return all original materials provided by Discloser and any copies, notes or other documents in Recipient's possession pertaining to Discloser's Confidential Information. Recipient will also promptly and permanently delete any Confidential Information that is stored in electronic or optical form.
6. **Exclusions.** This Agreement does not apply to any information that Recipient can fully document:
  - (a) was already in Recipient's possession or was known to Recipient, without an obligation to keep it confidential, before such information was disclosed to Recipient by Discloser;
  - (b) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient; or
  - (c) is independently developed by or for Recipient.
7. **Term of Agreement.** This Agreement and Recipient's duty to hold the Confidential Information in confidence shall remain in effect for a period of five years or until Discloser sends Recipient written notice releasing Recipient from this Agreement, whichever occurs first.
8. **No Rights Granted.** Recipient understands and agrees that this Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Confidential Information to Recipient.
9. **Warranty.** Discloser does not make any representation or warranty (express or implied) concerning the completeness or accuracy of the Confidential Information, except pursuant to representations and warranties that may be made to Recipient in the Confidential Information if, when, and as delivered and subject to such limitations and restrictions as may be specified therein. Recipient also agrees that if the Recipient elects to provide project financing to Discloser as outlined in the Proposal, Recipient's decision will be based solely on the terms of the Proposal and on Recipient's own investigation and analysis, and assessment thereof.
10. **Injunctive Relief.** Recipient recognizes and acknowledges that any breach or threatened breach of this Agreement by Recipient may cause irreparable harm for which monetary damages may be inadequate. Recipient agrees, therefore, that Discloser shall be entitled to an injunction to restrain Recipient from such breach



of threatened breach. Nothing in this Agreement shall be construed as preventing Discloser from pursuing any remedy at law or in equity for any breach or threatened breach of this Agreement.

- 11. **Attorney Fees.** If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all court costs, expenses and reasonable attorney fees.
- 12. **Modifications.** All additions or modifications to the Agreement must be made in writing and must be signed by both parties to be effective.
- 13. **No Agency.** This Agreement does not create any agency or partnership relationship between the parties.
- 14. **Successors and Assigns.** This Agreement shall bind and shall inure to the benefit of the parties and any and all of their successors or assigns whether by merger, consolidation, transfer of substantially all assets or similar transaction.
- 15. **Applicable Law.** This Agreement is made under, and shall be construed according to, the laws of the State of Georgia.
- 16. **Venue.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement shall be brought against any of the parties in Glynn County Circuit Court, State of Georgia, or subject to applicable jurisdictional requirements, in the United States District Court for the District of Georgia, and each of the parties consents to the jurisdictions of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to such venue.

**DISCLOSER**

\_\_\_\_\_ (Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RECIPIENT**

**CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_