



## **Non-Disclosure Agreement**

The undersigned recipient ("Recipient") understands and agrees that Forward Financial Group, an Ohio corporation ("Company"), possesses, by way of example but not by way of limitation, financial statements, financial projections, information, data, prototypes, technological developments, selection of materials and components, products and expertise with respect to the operation of its business (collectively referred to herein as "Confidential Information"). The Recipient understands that such Confidential Information, whether of a technical, engineering, operational or economic nature and regardless of whether supplied to or obtained by the Recipient (and if a corporation or other entity, its directors, officers, employees, agents and/or affiliates) orally or in writing, are considered and treated by the Company to be secret and confidential and to constitute a valuable commercial asset. The Recipient understands and agrees that as a condition to receiving any of the Confidential Information the Recipient, on its behalf and, if a corporation or other entity, on behalf of its directors, officers, employees, agents and affiliates, covenants and agrees:

1. Not to make any use whatsoever of the Confidential Information except for the purpose of working with Forward Financial Group, without the prior written consent of the Company, and not to use such Confidential Information in connection with any work performed by the Recipient for itself or for any other person, firm or corporation;
2. Not to disclose or reveal any Confidential Information to any third party for any reason, and not to reproduce or distribute Confidential Information in any form, tangible or otherwise;
3. To keep all Confidential Information strictly secret and confidential;
4. To promptly return to the Company all documents or materials relating to or containing Confidential Information including any such material created by or on behalf of the Recipient, within 5 days of termination of this Agreement or upon request of the Company, whichever occurs first;
5. Not to disassemble, decompile or otherwise reverse engineer any or all of the Confidential Information; and

6. That all Confidential Information is and shall remain the property of the Company. Nothing in this Agreement shall be understood to create any license, express or implied, relating to the Confidential Information. The Recipient shall not be bound to the foregoing obligations of confidentiality, non-disclosure and secrecy with respect to any Confidential Information which:

a. is or shall become part of the public domain by publication or otherwise through no fault of the Recipient; or

b. is disclosed to the Recipient by a third party who is in lawful possession of the information and who has the right to make disclosure thereof, but only if the third party has authorized the Recipient's use thereof.

The Recipient agrees to indemnify and hold the Company, its shareholders, directors, officers, employees, agents and affiliates, harmless from and against any and all loss, damage, cost and expense (including reasonable attorneys' fees) resulting from or arising out of the breach of any covenant or agreement made herein. This Confidentiality and Non-Disclosure Agreement shall be construed and interpreted in accordance with the internal law of the State of Ohio. If the Recipient is a corporation, the officers or other persons who are executing and delivering this Confidentiality and Non-Disclosure Agreement covenant that they are legally authorized to execute and deliver this instrument on behalf of the Recipient.

This Confidentiality and Non-Disclosure Agreement shall be effective as of the date of signature as written below but shall cover any Confidential Information previously disclosed to the Recipient.

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_