

# EVENT (PARTY) NON-DISCLOSURE AGREEMENT

1. **THE PARTIES.** \_\_\_\_\_ (the "Host") invites \_\_\_\_\_ (the "Guest") to attend \_\_\_\_\_ (the "Event"), which is planned to take place at \_\_\_\_\_, starting on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Termination Date"). The purpose of the Event is to \_\_\_\_\_ (the "Purpose"). This Nondisclosure Agreement ("Agreement") is made by and among the Guest and all other guests (collectively known as the "Parties") who have signed a counterpart copy of this Agreement.
2. **CONFIDENTIALITY.** The Guest agrees to treat as confidential all information concerning activities taking place at the Event, including, but not limited to, research, products, software, pricing, internal procedures, business and marketing plans or strategies, finances, and employees, and in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally, or visually); (a) that has been marked as confidential; (b) whose confidential nature has been made known by the information's owner, orally or in writing, to the Guest; or, (c) that, due to its character and nature, a reasonable person under like circumstances would treat as confidential ("Confidential Information"). The Guest shall treat all Confidential Information of the other guest(s) (each a "Discloser") with the same degree of care as the Guest accords to its own confidential information, but in no case less than reasonable care. The Guest shall not disclose Confidential Information of the Discloser to any person or entity other than the Guest's (a) officers, (b) employees, and (c) consultants who are given access to such Confidential Information. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in the Guest's possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Guest; (c) is received by the Guest, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to the Guest; or (d) is independently developed by the Guest without use of the Discloser's Confidential Information. Disclosure by the Discloser of its Confidential Information does not constitute a grant to the Guest of any right or license to the Discloser's Confidential Information, except as set forth herein.
3. **OBLIGATIONS.** The Guest shall exert reasonable efforts to maintain the Discloser's Confidential Information in confidence, except that the Guest may disclose or permit disclosure of any of the Discloser's Confidential Information to its directors, officers, employees, consultants, and advisors who are on a "need to know" basis and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information. The Guest shall be deemed to have discharged its obligations hereunder provided it has exercised the foregoing degree of care and provided further that it shall immediately, upon discovery of any disclosure not authorized hereunder, notify the Discloser and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use.
4. **REQUIRED DISCLOSURES.** Nothing in this Agreement shall be construed to prevent the Guest from disclosing Confidential Information pursuant to an order of a court or other governmental authority of competent jurisdiction, as long as the Guest promptly notifies the Discloser of its

obligation to disclose and provides reasonable cooperation to the Discloser in any efforts to contest or limit the scope of such order or subpoena.

5. **NO WARRANTY.** All Confidential Information is provided “as is.” Neither Party makes any warranties, expressed or implied, regarding its Confidential Information’s accuracy, completeness, suitability, or performance.
6. **OWNERSHIP.** All Confidential Information and any derivatives thereof remain the property of the Discloser and no license or other rights to Confidential Information is granted or implied hereby.
7. **OWN RISK.** Notwithstanding the provisions of this Agreement, the Guest agrees that participation in any activities at the Event is solely at the Guest’s own risk.
8. **NO LICENSES.** No licenses are granted by the Guest to any other party to any of the Guest’s intellectual property, and no licenses are granted by any other party to the Guest for such other party’s intellectual property, as a result of their signing this Agreement and/or their participation in the Event, by implication, estoppel, or otherwise. Intellectual property shall include, without limitation, trademarks, copyrights, patents, mask works, and trade secrets.
9. **TERMINATION.** This Agreement shall terminate upon the Termination Date set forth above. The Guest’s obligation not to use or disclose Confidential Information of the Discloser will terminate \_\_\_\_\_ after termination of this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each Party.
11. **ASSIGNMENT.** This Agreement may not be assigned by either Party without the other Party’s prior written consent.
12. **SEVERABILITY.** The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and the provision shall be reformed to be enforceable and reflect as closely as possible the intent of the original provision.
13. **WAIVER.** Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
14. **GOVERNING LAW.** The interpretation and validity of this Agreement and the rights of the Parties shall be governed by the laws of the state of \_\_\_\_\_.
15. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

**Guest’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_