****[Appendix B]

**NONDISCLOSURE**

AGREEMENT

**[Organization Name]**

**[Date]**

This Nondisclosure Agreement (this “Agreement”) is entered into on the last date of signature set forth below (the “Effective Date”) between**[Organization]**, a nonprofit charitable organization with its principal office at **[address]**, and **[Financial Institution]**, a **[trust/corporation]** providing banking and financial services headquartered at **[address]**, each of the foregoing, a “Party” and together, the “Parties,” to safeguard from unauthorized disclosure of Confidential Information that one Party (the “Disclosing Party”) or its representatives may disclose to the other Party (the “Receiving Party”) for the Purpose set forth below.

BACKGROUND

**[Organization]** requests that **[Financial Institution]** submit a proposal which shall provide **[Organization]** with the necessary information to explore a potential business relationship, including, but not limited to, whether **[Financial Institution]** is able to provide banking and financial services sufficient to meet the current and future needs of **[Organization]** (the “Purpose”). In connection with **[Financial Institution’s]** proposal and any subsequent evaluation and discussions, the Parties intend to exchange sensitive and confidential information. Therefore, in consideration of each Party’s opportunity to review the other’s Confidential Information, in consideration of the mutual covenants, terms, and conditions set forth below, and for other valuable consideration, the adequacy of which is hereby accepted and acknowledged, the Parties agree as set forth below.

AGREEMENT

1. Definition of Confidential Information.

“Confidential Information” means financial, business, and technical information; data; books and records; information relating to, and lists of, past, current and prospective customers, donors, suppliers, vendors, and business contacts; draft and final agreements; reports; plans; studies; forecasts/projections; compilations; policies and procedures; processes; trade secrets; and any information obtained by the Parties through observation or examination of the foregoing and not generally available to the public (whether in oral or written form, machine-readable, electronically stored or otherwise), whether or not proprietary, provided by Disclosing Party or any of its representatives to Receiving Party or its representatives.

1. Nondisclosure; Use Restrictions.

The Parties anticipate that during the term of this Agreement, each as a Receiving Party may become privy to the Confidential Information of the other, as a Disclosing Party. Receiving Party shall (i) keep confidential all of Disclosing Party’s Confidential Information and take all reasonable steps to preserve the confidential and proprietary nature of such Confidential Information; (ii) not disclose any of Disclosing Party’s Confidential Information to third parties except as necessary to fulfill the Purpose, and provided in each case, such third parties are informed of and agree to maintain the confidential nature of the Confidential Information in accordance with this Agreement; and (iii) protect such Confidential Information by using the same degree of care as it uses to protect its own Confidential Information of similar value and sensitivity. Receiving Party shall not use the Confidential Information acquired or learned from Disclosing Party for any purpose, except the Purpose or as contemplated under any other written agreement between the Parties, which references this Agreement.

1. Exceptions.

Confidential Information will not include information that a Party can demonstrate: information that (i) was publicly known at the time of disclosure, or later became publicly known through no act or omission of Receiving Party; (ii) was rightfully received by Receiving Party from a third party without any obligation of confidentiality; or (iii) was independently developed by or for Receiving Party without use of Disclosing Party’s Confidential Information.

1. Disclosures Required by Law.

Receiving Party shall not be restricted from disclosing Confidential Information as required pursuant to any law, regulation, or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement. Receiving Party will notify Disclosing Party as soon as reasonably practicable after Receiving Party learns of such obligation, and in any event within a time sufficiently in advance of the proposed release date such that Disclosing Party’s rights would not be prejudiced, as to the legal requirement to which it believes the Confidential Information must be released. If Disclosing Party objects to the release of such Confidential Information, Receiving Party will allow the Disclosing Party to exercise any legal rights or remedies Disclosing Party might have to object to the release of the Confidential Information, and Receiving Party agrees to provide such assistance to Disclosing Party, at Disclosing Party’s expense, as Disclosing Party may reasonably request in connection therewith.

1. Return of Confidential Information.

Upon the earlier of (i) the completion or termination of the Purpose, or (ii) Disclosing Party’s written request, Receiving Party shall promptly return or destroy all Confidential Information disclosed or made available by Disclosing Party, in any form and including, without limitation, all copies, summaries, notes, and abstracts thereof and all electronic media or documents containing or derived from such Confidential Information, unless such return or destruction would be prohibited by law.

1. Ownership; No License.

All materials and Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing contained in this Agreement will be construed as granting or conferring any interest, license, or other right, whether by implication or otherwise, in or under its Confidential Information or any patent, copyright, trademark, know-how, trade secret, or other intellectual property right.

1. Term; Survival.

This Agreement shall commence on the Effective Date and continue until terminated by either Party upon ten (10) business days’ prior notice to the other Party. A Receiving Party’s obligations of confidentiality with respect to any Confidential Information received prior to the effective date of termination shall survive any such termination indefinitely.

1. Obligations.

This Agreement does not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement of any nature whatsoever and will not be construed as any form of a letter of intent or agreement.

1. No Warranty.

Each Disclosing Party represents and warrants it has the right and authority to disclose the Confidential Information it discloses to Receiving Party. Disclosing Party does not make any representations or warranties as to the accuracy, completeness, or fitness for a nondisclosure agreement or particular purpose of any information disclosed to Receiving Party hereunder. Neither Disclosing Party nor its representatives will have any liability or responsibility to Receiving Party (except as pursuant to this Agreement or any subsequent agreement) or to any other person or entity resulting from the use of any information so furnished or otherwise provided.

1. Governing Law; Remedies.

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of **[State Name]**, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of **[State Name]** or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of **[State Name]**. Receiving Party acknowledges that a violation of this Agreement by Receiving Party may cause irreparable harm to the Disclosing Party and Disclosing Party may have no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party shall have the right, in addition to any other rights and remedies it may have, at law, in equity or otherwise, to seek injunctive relief in any court of competent jurisdiction to restrain any breach of this Agreement or otherwise to specifically enforce any provision of this Agreement.

1. Miscellaneous.

Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. If any provision is held to be invalid, illegal, or unenforceable under applicable law or rule in any jurisdiction, the remaining provisions shall not be in any way affected or impaired thereby. This Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof, and no provision may be amended, modified, or waived except in writing, signed by both Parties. The paragraph headings in this Agreement are for convenience only and will not affect its interpretation or construction. No custom or course of dealing shall cause a modification of this Agreement, and the failure of either Party to enforce any provision shall not constitute a waiver of any rights or remedies available to such Party or its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties’ successors, assigns, heirs, executors, and administrators. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same original instrument.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**Organization** **Financial Institution**

By: By:

Name: Name:

Title: Title:

Date: Date: