



FLR Non-Disclosure Agreement

This Nondisclosure Agreement is made effective as of _____ by and between Fierce Love Rescue (hereinafter "Company"), and

_____ (hereinafter "Receiving Party") to

assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by the Company to the Receiving Party. In reliance upon, and in consideration of, the following undertakings, the parties agree as follows:

Definitions

For purposes of this Agreement, "Confidential Information" shall mean all information or materials provided to the Receiving Party by Company, verbally or in writing. Confidential information includes all information about people (e.g., donors, FLR members, and prospective adopters), FLR's financial details, proprietary information, and other organizations. Examples of confidential information are given below:

- Donor names, contact information, and donation amounts
- Prospective adopter names, contact information, and personal information gathered during the application process
- FLR member names, contact information, and personal information gathered during the application process
- Bank account information, balances, logins
- Financial planning opportunities
- Internal business processes

Limited Use

The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in advance and in writing by Company, and will use the Confidential Information for no purpose other than as directed and authorized by the Company. Notwithstanding the above, Receiving Party shall not be in violation of this Paragraph with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that Receiving Party provides Company with prior written notice of such disclosure in order to permit Company to seek confidential treatment of such information.

Ownership

The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

No Unauthorized Reproduction

Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of Confidential Information shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing in advance by Company.

Term of Agreement

This Agreement shall continue in full force and effect until at least twelve months after the date of agreement between the Company and Receiving Party, or until such time as determined by the Company.

Return of Proprietary Information

Upon the earlier of Company's request or the completion of Receiving Party's authorized use, Receiving Party shall promptly return all Confidential Information and copies thereof (in whole or in part) in Receiving Party's possession and discontinue all further use or dissemination of the Confidential Information. Upon Company's request, Receiving Party shall promptly provide Company with written certification that Receiving Party has taken such action.

Third Party Information

Receiving Party agrees that during the course of communications with Company pursuant to this Agreement, Receiving Party will not make any unauthorized use or disclosure to Company of any confidential or proprietary information or trade secrets, if any, of Receiving Party or any third party to whom Receiving Party has an obligation of confidentiality.

Injunctive Relief

The Receiving Party hereby acknowledges and agrees that in the event of any breach of this Agreement by the Receiving Party, Company will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, the Receiving Party hereby agrees that Company shall be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

Notices

Any notices required or permitted hereunder shall be in writing and sent to the appropriate party at the address specified below, or at such other address as the party shall specify in writing. Such notice shall be deemed given upon the personal delivery, facsimile transmission or if sent by certified or registered

mail, postage prepaid, three (3) days after the date of mailing. The foregoing provision is simply a method to provide the Company with the ability to cause the Receiving Party to refrain from continuing to breach the terms of this Agreement.

General

The Receiving Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such an event, such provision shall be changed and interpreted so as best to accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions, and the remainder of this Agreement will continue in full force and effect. This Agreement shall be governed by the laws of the State of Virginia.

Entire Agreement

This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

AGREED TO:

Receiving Party: _____

Address: _____

Date: _____