

**NONDISCLOSURE AGREEMENT FOR CUSTOMER, VENDOR**

This agreement made and entered into as of the date set forth below by and between **HOOVER & STRONG, INC.**, 10700 Trade Road, Richmond, VA 23236-3000 (hereinafter referred to as the "Company") and \_\_\_\_\_ Vendor/Company Name  
\_\_\_\_\_  
Address and Phone Number \_\_\_\_\_ (hereinafter referred to as "Vendor").

The Vendor and Company agree as follows:

1. The Vendor and the Company are interested in discussing various aspects of their respective businesses with each other for their own business purposes. Company is interested in engaging in such discussions with the Vendor for the purpose of becoming a manufacturer, supplier, customer, or to create some other business relationship with the Vendor. In connection with such discussions it is understood that the Vendor and Company will disclose information to each other, either orally or in writing, all of which information the disclosing party views as proprietary to it. Such information may include, without limitation, inventions, product designs, or other similar types of information, all of which is referred to herein as "Proprietary Information".

2. Company and Vendor agree to keep in confidence and not to use for its or any other party's benefit any of the Proprietary Information disclosed by one of the parties to the other. All information shall be deemed to constitute Proprietary Information except to the extent specifically agreed otherwise by the Vendor and the Company, in writing. Company and Vendor agree that all Proprietary Information provided to either of them by the other will only be revealed to those employees, officers and agents of the non-disclosing party as are necessary in order for the non-disclosing party to accomplish its business with the disclosing party. Notwithstanding the non-disclosing party's disclosure to any such persons, the non-disclosing party agrees that all such persons shall be bound by the terms hereof as if they were signatories hereto and the non-disclosing party agrees to take such steps as are necessary to ensure such result.

3. It is agreed that Proprietary Information shall not, in any event, include any such information which can be demonstrated to have been in the public domain prior to the date of this Agreement, or can be demonstrated to have been in the non-disclosing party's possession prior to the date of this Agreement; or information that becomes part of the public domain after the date of this Agreement, but not as a result of any unauthorized act or omission on the part of the non-disclosing party; or is supplied to the non-disclosing party by a third party who has a right to do so.

4. Proprietary Information may be disclosed if either party is required to make such disclosure as a result of a court order, subpoena or similar legal duress, provided that disclosing party gives the other party prompt prior written notice upon its receipt of any such order or subpoena and provided further that it gives the other party a reasonable opportunity prior to disclosure to seek a protective order or to take other appropriate action.

5. This Agreement shall continue in full force and effect for a period of ten (10) years from and after the date hereof, and shall at all times be construed in accordance with the laws of the Commonwealth of Virginia.

6. If any one or more provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in effect and shall not be affected by such invalidity, illegality or unenforceability.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

ACCEPTED AND AGREED TO BY:

DATED: \_\_\_\_\_

\_\_\_\_\_  
"Vendor" Signature

\_\_\_\_\_  
"Company" Signature

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

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