



# ALBION INTERNATIONAL SERVICES, INC.

An Albion Group Company

## CONFIDENTIALITY AGREEMENT

Whereas the Undersigned Party to this Agreement (“Undersigned”) recognizes that its discussions with Albion International Services, Inc. (Albion) will involve the disclosure of confidential and proprietary information, including but not limited to technical, business and financial information, Albion hereby expressly agrees to keep all such information it receives in strict confidence for a period of three years from the date the last information was received.

Albion further expressly agrees that it will not make copies of any documentation or records containing such confidential or proprietary information and that, at the conclusion of the engagement between the parties, Albion will return to the Undersigned party all documents and records containing such confidential and proprietary information and shall destroy all copies, notes, extracts or other forms containing said information.

Albion further expressly agrees that it will not reveal any such confidential or proprietary information to any person(s) except such person(s) that they directly retain or consult for the express purpose of evaluating such information to assist them in said negotiations and such person(s) shall be bound by this Agreement.

In the event that Albion provides confidential information to any other person(s), Albion shall advise, in writing, the Undersigned of the identity of such person(s) to whom that information was provided.

It is understood that there is no obligation to hold confidential with respect to any information known to Albion or generally known within the industry prior to the date of this Agreement. Additionally, the restraints on use and confidentiality provided herein shall not apply to any confidential or proprietary information which:

- a) is or subsequently becomes part of the public domain through no fault of Albion.
- b) is received by Albion on a non-confidential basis from a third party not known by Albion to be under an obligation of confidentiality to the party disclosing the information.
- c) was known by Albion at the time of disclosure by the Undersigned and such prior knowledge can be demonstrated by Albion by written or printed document or
- d) is required or requested by law, regulation, supervisory authority or other judicial or governmental order to be disclosed by Albion, provided advance written notice of such disclosure is given to the Undersigned party. Albion may disclose, without liability to the Undersigned, only that portion of the confidential or proprietary information that it is compelled to disclose.

Albion acknowledges that the information disclosed constitutes proprietary and trade secrets and that, in the event of unlawful use or wrongful disclosure, the Undersigned, as the injured party, shall be entitled to injunctive relief as a cumulative and not necessarily successive remedy without need to post bond.

This Agreement shall be interpreted and constructed under the laws of the State of New York without regard to conflicts of laws, principals and shall be binding and injure to the benefit of the parties hereto, their successors and permitted assigns.

This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter contained herein and supercedes all prior arrangements and understandings.

Date:

By: \_\_\_\_\_  
Albion International Services, Inc. (Albion)

Date:

By: \_\_\_\_\_  
(Undersigned)