

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, made as of _____, is by and between the **Township of Sandy and the Sandy Township, DuBois City, Falls Creek Borough Enterprise Zones (SDF EZs)** and, having a place of business at **1094 Chestnut Ave, PO Box 267, DuBois, PA 15801,**

and _____ having a place of business at _____.

The parties hereto desire to enter into preliminary discussions concerning application for a SDF EZs Loan (hereinafter PRODUCT) for the purpose of obtaining a Loan from the Township of Sandy and/or SDF EZs.

The discussions may lead to a Loan agreement concerning the purchase (s) of equipment/property and/or construction of any buildings/facilities located within the SDF EZs Enterprise Zone site between the parties of the PRODUCT or parts thereof. In the course of such discussions it will be necessary for the parties to disclose to each other certain information which they deem to be confidential ("CONFIDENTIAL INFORMATION") for purposes of evaluation the desirability of entry into such loan agreements. The CONFIDENTIAL INFORMATION may include, without limitation, business plans, financial data, technical data, and other items pertaining to the above subject matter as may be necessary or desirable for such evaluation. To protect such CONFIDENTIAL INFORMATION the parties (the party disclosing the CONFIDENTIAL INFORMATION and the party receiving same are hereinafter called "DISCLOSER" and "RECIPIENT", respectively) agree as follows:

1. RECIPIENT agrees to receive and hold all such CONFIDENTIAL INFORMATION acquired from DISCLOSER in strict confidence and to disclose same within its own organization and/or to the Commonwealth of Pennsylvania Department of Community and Economic Development (hereinafter DCED) only, and only to those of its employees who have agreed in writing (under RECIPIENT's own blanket or specific agreement form) to protect and preserve the confidentiality of such disclosures and who are designated by RECIPIENT to evaluate the CONFIDENTIAL INFORMATION for the aforementioned purposes.

2. RECIPIENT agrees that it will not disclose or use CONFIDENTIAL INFORMATION acquired from DISCLOSER, in whole or in part, for any purposes other than those expressly permitted herein. Without affecting the generality of the foregoing, RECIPIENT agrees that it will not disclose any such CONFIDENTIAL INFORMATION to any third party other than DCED, or use same for its own benefit or for the benefit of any third party.

3. DISCLOSER agrees that it will allow RECIPIENT to release the Company Name of DISCLOSER, the amount and proposed terms of the loan being discussed, and for what purpose (purpose being defined as; number of jobs being created, site rehabilitation of the company site, and/or purchase of equipment in general.) the loan is being discussed for to the public during public scheduled meetings, so that the RECIPIENT may obtain needed Government Resolutions for the loan application and/or loan agreement.

3. This Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of CONFIDENTIAL INFORMATION by DISCLOSER to RECIPIENT within twelve (12) months thereafter, at the end of which time the Agreement shall expire, unless terminated earlier by either party at any time on ten (10) days prior written notice to the other party. Upon expiration or termination of this Agreement, RECIPIENT shall immediately cease any and all disclosures or uses of CONFIDENTIAL INFORMATION acquired from DISCLOSER (except to the extent relieved from restrictions pursuant to paragraph 2 and 3 above) and at DISCLOSER's request RECIPIENT shall promptly return all written, graphic and other tangible forms of the CONFIDENTIAL INFORMATION and all copies thereof made by RECIPIENT except one copy of the Enterprise Zone Application for record retention only.

4. In the event that the parties enter into a written loan agreement concerning a loan agreement of the type contemplated herein, the provisions of such loan agreement concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this Agreement.

Each party acknowledges its acceptance of this Agreement by the signature below of its authorized officer on duplicate counterparts of the Agreement, one of which fully executed counterparts is to be retained by each party.

Date: _____ Signature _____
RECIPIENT PRINTED NAME AND TITLE

Date: _____ Signature _____
DISCLOSER PRINTED NAME AND TITLE