

# CRAWFORD, HUDDLESTON & Co.

## MUTUAL NON-DISCLOSURE AGREEMENT (Revised 2017)

DATE \_\_\_\_\_

\_\_\_\_\_ COUNTY, TEXAS

From time to time Crawford, Huddleston & Co., LLC and/or its clients (collectively hereinafter "Crawford") shares information about its business with prospective associates that, themselves may be current or prospective competitors. In an effort to remove natural barriers to these kinds of disclosures, this Agreement is entered into and made effective as of \_\_\_\_\_, by and between Crawford and the party identified below (hereinafter "Company"). Crawford and the Company agree as follows:

1. "Confidential Information" means the confidential, proprietary and trade secret information of the disclosing party which is provided to the receiving party; such Confidential Information may include, without limitation, financial statements, projections, marketing information, customer information and business strategies which may be disclosed or revealed either in writing or in the course of conversations between representatives of the disclosing and receiving parties.
2. The parties acknowledge that each party may disclose its Confidential Information to the other party. The receiving party may disclose the Confidential Information to such of its officers, directors, managers, members, employees, representatives, financing sources and/or advisors who reasonably need to know the same (collectively "representatives"). Apart from the foregoing, the receiving party shall not disclose Confidential Information to any third party without the prior approval of the disclosing party. The receiving party shall treat the Confidential Information with at least the same degree of care that the receiving party uses to protect its own similar confidential information.
3. Disclosure of Confidential Information to any third party, above shall specifically include the limitation that receiving party shall not solicit or contact by any means; customers, vendors and/or other associates of disclosing party without expressed written consent of disclosing party. In the event that receiving party shall have an ongoing business relationship with any of these customers, vendors and/or other associates prior to disclosure, such relationship(s) must be identified and described immediately upon disclosure of applicable Confidential Information about them.
4. Confidential information shall not include information which is:
  - a. publicly available or readily ascertainable as of the effective date or thereafter; or
  - b. known to the receiving party prior to its receipt from the disclosing party; or
  - c. generally made available to third parties by disclosing party without restriction on disclosure; or
  - d. may be required to be disclosed in order to comply with applicable law.
4. Title, if applicable, or (generally) the right to possess Confidential Information as between the parties shall remain in the respective disclosing party.
5. Neither party has any obligation to disclose Confidential Information to the other. Either party may, at any time, cease giving Confidential Information to the other party without liability and/or request in writing the return or destruction of Confidential Information previously disclosed.
6. Because either party may terminate the negotiations that predicated this Agreement at any time without cause, both parties hereby agree that obligations of confidentiality and all restrictions on use or disclosure of Confidential Information shall survive such termination. In the event of such termination, and if the disclosing party so requests, the receiving party shall promptly return or destroy all Confidential Information which it received from the disclosing party along with all copies which it made. Restrictions on the use or disclosure of any particular Confidential Information, and all obligations of the receiving party with respect thereto, shall terminate three (3) years from the date of the initial disclosure.
7. Without the prior written consent of the other party, neither party shall disclose to any other person that the Confidential Information has been made available, that discussions or negotiations have taken, are taking or may take place concerning a relationship or potential transaction between Crawford and the Company. Neither shall either party disclose any of the

terms, conditions, status or other matters concerning any such relationship or potential transaction, except as may be required in order to comply with applicable law.

8. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties. Accordingly, this Agreement shall not create any obligation one to the other between the parties apart from that obligation each has to the other regarding non-disclosure and confidentiality regardless of the status, success or failure of any associated negotiation between the parties.
9. Failure or delay of either party to prosecute and/or enforce any remedy arising from breach of this Agreement by the other shall not be deemed a waiver of such rights relating to said breach or subsequent breach of any provision hereunder.
10. This Agreement shall be enforceable in and governed by the laws of the State of Texas; as such laws are applied to transactions between parties in Texas, performed entirely in Texas even though certain activities associated with the promises herein may take place between Texas and other jurisdictions and/or entirely outside of the state of Texas.
11. Notices given by and between the parties hereto shall be delivered each to the other at the addresses listed below. Any change in such delivery address must be submitted in writing as an amendment to this Agreement. For Crawford; notices shall be delivered to Crawford, Huddleston & Co., LLC, Attention Jim D. Huddleston, Managing Member at PO Box 7694, Amarillo, Texas 79114. For Company, notices shall be delivered to:

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\_\_\_\_\_

\_\_\_\_\_

12. This Agreement and any notices executed from time to time hereafter which incorporate the terms of this Agreement set forth the parties' only obligations and constitute the parties' sole and entire agreement, written or oral, with respect to confidentiality and the Confidential Information. This Agreement may be amended in writing signed by a duly authorized representative of the respective parties. If any provision of this Agreement is or becomes invalid, illegal or is incapable of being enforced, all other provisions of shall nevertheless remain in full force and effect. This Agreement may be executed in counterparts, each deemed to be an original, but both of which shall constitute the same Agreement.
13. Evidencing our agreement with the foregoing and our capacity to bind the entities for which we are making representation, we the undersigned do hereby affix our signatures:

\_\_\_\_\_  
Crawford, Huddleston & Co., LLC, By:

\_\_\_\_\_  
Date

\_\_\_\_\_ (Print Name)

\_\_\_\_\_  
Company, By:

\_\_\_\_\_  
Date

\_\_\_\_\_ (Print Name)