

VENDOR NON-DISCLOSURE AGREEMENT

This Vendor Non-Disclosure Agreement (“Agreement”) is entered into and is effective as of the dated signatures (“the Effective Date”) by and between **EDS HOLDCO, LLC D/B/A EMERGENCY DISASTER SERVICES (“EDS”)** with a principal place of business located at 1385 Pridemore Court, Lexington, Kentucky 40505 and [REDACTED] (“**VENDOR**”) whose principal place of business is located at [REDACTED].

For purposes of this Agreement, EDS and Vendor are collectively referred to as “Parties.”

The following terms and conditions shall govern the disclosure of information between the Parties during the term of this Agreement.

1. **BACKGROUND:** The Parties intend to exchange certain business, technical, financial and/or other non-public or proprietary information relating to emergency disaster service work. The Parties’ exchange of information may include, but is not limited to, their respective capabilities and experience, proposals, strategies, objectives and other such information as may be necessary to make a reasonable business judgment whether to pursue a transaction or other business relationship.
2. **PURPOSE:** The purpose of this Agreement is to set forth the rights and obligations of the Parties with respect to the exchange and disclosure of Confidential Information (defined below) which may be disclosed by EDS in their meetings, discussions, and/or proposals.
3. **DEFINITIONS:**
 - 3.1 “Confidential Information” shall mean:
 - 3.1.1 All written, electronic, oral, visual or intangible information disclosed during the term of this Agreement concerning EDS and/or the EDS offices work product, proprietary information, services, equipment, technology, business, finances, strategy, customers, end-users, employees or personnel, excluding, however, any information that: (i) was known by Vendor prior to disclosure hereunder, (ii) is independently developed by Vendor, (iii) is or becomes publicly available without breach of this Agreement, (iv) is rightfully received by Vendor from a third party without accompanying confidentiality obligations, or (v) is released for disclosure by EDS with its written consent; and
 - 3.1.2 Personal Information.
 - 3.2 “Personal Information” shall mean all written, electronic, oral, visual or intangible information disclosed during the term of this Agreement that identifies or may be used to identify any individuals who are customers, end-users, employees or personnel of EDS and/or its Subsidiaries, including, but not limited to, name, address, telephone number, e-mail address, account number and transaction history.

4. TREATMENT OF CONFIDENTIAL INFORMATION:

- 4.1 Vendor shall: (i) not disclose Confidential Information to third parties, (ii) hold Confidential Information in trust and confidence for EDS, (iii) use Confidential Information only for the benefit of EDS, (iv) limit disclosure of Confidential Information to Vendor's employees and contract personnel with a need to know to further the business relationship between the Parties, (v) not copy or reproduce Confidential Information without EDS's express permission, (vi) store Confidential Information in a secure location at all times, and (vii) segregate Confidential Information from the materials of others. Vendor will immediately notify EDS in writing in the event of any disclosure or loss of Confidential Information.
- 4.2 Upon the written request of EDS, Vendor agrees to promptly return or destroy EDS' confidential information, in whatever form, without retaining any copies, excerpts thereof, provided, however, that Vendor's counsel may retain one copy for archival purposes.
- 4.3 Disclosure of Confidential Information by Vendor shall not be precluded if such disclosure is: (i) in response to a valid order of a court or other governmental agency having appropriate jurisdiction, provided that EDS is given notice of and opportunity to oppose or limit such order, (ii) otherwise required by law, (iii) necessary to establish rights under this Agreement, or (iv) necessary to facilitate the issuance of approvals from governmental or other regulatory agencies.
- 4.4 Vendor shall comply with all applicable laws, regulations, and ordinances.

5. TERM OF AGREEMENT:

- 5.1 The term during which Confidential Information may be disclosed hereunder shall commence on the Effective Date and shall continue for a period of one (1) year. The Agreement will automatically renew for another one (1) year term if not terminated by either Party.
- 5.2 Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Termination, however, shall not affect the rights and obligations arising under this Agreement with respect to Confidential Information disclosed prior to termination, including without limitation, the confidentiality restriction of use period set forth in Section 6.
- 5.3 With respect to any Confidential Information disclosed during the term of this Agreement, all of the rights and obligations set forth herein shall survive and continue pursuant to Section 6 after any termination and shall bind the Parties and their legal representatives, successors and assigns.

6. TERM OF RESTRICTION OF USE: As between the Parties, the foregoing restrictions as to the disclosure and use of Confidential Information shall expire three (3) years from the date of each disclosure of Confidential Information by EDS during the term of this Agreement.

7. **REMEDIES:** Each Party acknowledges that the unauthorized use or disclosure of EDS’s Confidential Information shall constitute a breach of this Agreement and may result in immediate and irreparable harm to EDS. EDS will be entitled to seek injunctive relief, in addition to any other legal or equitable remedies that may be available, including recovery of its attorney’s fees and expenses.
8. **NOTICES:** All notices, correspondence, disclosure of Confidential information and document submissions required or permitted by this Agreement shall be provided or submitted as follows:

EDS	VENDOR
ADDRESS: 1385 PRIDEMORE COURT LEXINGTON, KY 40505	ADDRESS: <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div>
ATTENTION: Alison Grimes, Esq.	ATTENTION: <div style="background-color: yellow; height: 15px; width: 100%;"></div>
TELEPHONE: 859-255-0717	TELEPHONE: <div style="background-color: yellow; height: 15px; width: 100%;"></div>
EMAIL: LEGAL@EMERGENCYDISASTERSERVICES.COM	EMAIL: <div style="background-color: yellow; height: 15px; width: 100%;"></div>

9. **MISCELLANEOUS:**

- 9.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous or contemporaneous communications, representations, understandings, and agreements, either oral or written, between the Parties or any officials or representatives thereof. This Agreement may not be changed or modified except by a written agreement signed by the Parties hereto or by their successors in interest and specifically referencing this Agreement.
- 9.2 Should any provision of this Agreement be found by a court of appropriate jurisdiction to violate any law or regulation, such provision may be amended by such Court to conform to such law or regulation or if it cannot be amended, it may be stricken from this Agreement without affecting the validity of the remaining provisions.
- 9.3 Nothing in this Agreement shall obligate either Party to enter into or conclude any business relationship with the other Party. If the Parties desire to enter into a business obligation, the Parties will affect a legally binding agreement with respect to any such obligation.

9.4. Vendor shall not assign any of its rights or privileges hereunder without the prior written consent of EDS.

9.5 The Parties agree that this Agreement is governed by Kentucky law and that any legal action or proceeding arising out of this Agreement shall be brought in the Courts of the Commonwealth of Kentucky.

9.6 This Agreement may be signed in counterparts, provided that each copy thereof contains the signatures of both Parties in either original writing and/or an electronic image of such original writing. The Parties agree that a signature transmitted electronically or by facsimile shall be deemed to be an original signature for all purposes hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

EDS HOLDCO, LLC d/b/a EDS

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____