

Confidentiality Agreement

Updated 9/22/05

THIS AGREEMENT is made this ____ day of _____ 2005, by and between The Land Trust for Tennessee, and _____; each hereinafter referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the undersigned agree that they may be in receipt of certain confidential Information pertaining to any and all aspects of the Parties' business operations and finances; and

WHEREAS, both Parties agree that the dissemination of such Information to any other Person or the use by either Party of such Information in competition with each other will cause significant harm to either Party;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Information" as used herein means all information, written or oral, furnished between and among the Parties (whether such information is prepared by or obtained from the Parties, their clients, partners, advisors or otherwise), together with business plans, financial statements, analyses, compilations, studies or other documents prepared by the Parties, their clients, partners, agents, employees or representatives (including without limitation attorneys, accountants, analysts and financial advisors) which contain or otherwise reflect such information.
2. The term "Information" does not include any Information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Parties or their representatives), or (ii) is or becomes known to one of the Parties on a non-confidential basis from a source other than the other Party or its advisors, provided that such source is not and was not either bound by a confidentiality agreement with either of the Parties or otherwise prohibited from transmitting such Information to a Party by a contractual, legal or fiduciary obligation.
3. The term "Person" as used in this Agreement shall be interpreted broadly to include, without limitation, the media, any corporation, company, group, partnership, joint venture, trust, estate, organization, association, syndicate or individual.
4. Both Parties covenant and agree that neither Party nor any of its employees, representatives or agents shall, at any time during or following the term of this Agreement, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such confidential Information which has been obtained by or disclosed to it as a result of its discussions with the other Party, except that either Party may disclose the Information or portions thereof to those of its partners, directors, officers, employees, agents and representatives who need to know such Information for the purpose of performing duties within the normal scope of their employment (it being understood that those partners, directors, officers, employees, agents and representatives will be informed of the confidential nature of the Information and will agree to be bound by this Agreement and not to disclose the information to any other Person).

5. Both Parties agree that any and all Information furnished between and among the Parties will not be reproduced or disclosed to any Person not a representative, agent or employee of the entities signing this Agreement without the expressed written approval of the signers below.

IN WITNESS WHEREOF, the undersigned Parties have hereby executed this Agreement through their duly authorized representatives as of the day and year first above written.

Organization: _____

Signature: _____

Name: _____

Title: _____

Organization: The Land Trust for Tennessee, Inc.

Signature: _____

Name: _____

Title: _____