



## fTLD Registry Services, LLC

### Non-Disclosure Agreement

**Parties.** This non-disclosure agreement (“Agreement”) is made as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between fTLD Registry Services, LLC (hereinafter “fTLD Registry Services”), a Limited Liability Company located at 600 13<sup>th</sup> Street, NW, Suite 400, Washington, DC 20005, and \_\_\_\_\_, (a company/corporation) with its principal place of business located at \_\_\_\_\_ (hereinafter “Company” or “you”). fTLD Registry Services and Company shall collectively be referred to as “Parties” and individually referred to as “Party” for the purposes of this Agreement. The Agreement establishes the desire of the above named Parties to exchange confidential and proprietary information and to use this Agreement to govern the exchange of such information.

- 1. Confidential Information.** Each Party acknowledges that in the pursuit of certain business matters between the Parties, one Party may disclose to the other Party certain confidential and proprietary information (“Confidential Information”) concerning its business. The Parties shall have access to one another’s Confidential Information solely as set forth in this Agreement. It is understood that the terms of this Agreement shall apply to all Confidential Information, whether provided in oral or written form. The “Nondisclosure Period” shall begin on the Effective Date and continue for a period of three (3) years.

Confidential Information includes, but is not limited to, information concerning: (i) the disclosing Party’s business, methods, practices, personnel, members, business partners and relationships with customers, prospective customers and suppliers; (ii) the development of fTLD Registry Services, a financial services top level domain company, including, but not limited to its inventions, investors, budget, plans, process, methods, products and other proprietary rights, including all intellectual property and trade secret rights; and (iii) all analyses, compilations, studies, reports, records, specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related confidential business information, including documents or data, written, oral or otherwise that contain or are based upon any non-public information and (iv) any other information which in the circumstances in good faith reasonably should be recognized by the recipient as confidential, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. For the avoidance of doubt, all information provided to you regarding the creation of fTLD Registry Services, a financial services top level domain company is Confidential Information and should be treated in accordance with the terms of this Agreement.

Confidential Information does not include information that is: (i) or becomes generally available to the public without breach of this Agreement; (ii) lawfully obtained from a source that is not under an obligation of confidentiality with respect to such information; (iii) in the possession of the recipient in written or other recorded form at the time of disclosure; (iv) disclosed on a non-confidential basis to a third party by or with the permission of the disclosing party; or (v)

independently developed by or on behalf of the recipient by individuals who have not received Confidential Information.

- 2. Degree of Care.** Each Party will use the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as it employs with respect to its own valuable, proprietary information, but in any case shall use a reasonable degree of care. The receiving Party shall take all reasonable steps to ensure that the provisions of this Agreement are not violated by any person under its control or in its service. Neither Party will alter or delete any proprietary legends or markings on the Confidential Information disclosed to it. All copies of the Confidential Information in written, graphic or other tangible form, including all computer programs, however, stored or filed, shall be returned to the disclosing Party immediately upon written request at any time to the individual specified below.
- 3. Ownership.** fTLD Registry Services shall retain ownership of all its Confidential Information and Company shall not disclose such Confidential Information to any third person, business, or corporation, including anyone acting as an agent of Company. On a need-to-know basis, Company's employees will be allowed to review fTLD Registry Services' Confidential Information with the understanding Company will inform its employees of the confidential and proprietary nature of the information and ensure its employees abide by the terms of this Agreement; however, no copies of such information shall be made without fTLD Registry Services' prior written authorization. Company shall retain ownership of all its Confidential Information and fTLD Registry Services shall not disclose such Confidential Information to any third person, business, or corporation, including anyone acting as an agent of fTLD Registry Services. On a need-to-know basis, fTLD Registry Services employees will be allowed to review Company's Confidential Information with the understanding fTLD Registry Services will inform its employees of the confidential and proprietary nature of the information and ensure its employees abide by the terms of this Agreement; however, no copies shall be made without Company's prior written authorization. In the event the receiving Party is required by law, regulation, or court order to disclose any Confidential Information of the other, the receiving Party promptly will notify the other in writing prior to making any such disclosure and will cooperate as reasonably necessary with the disclosing Party to facilitate its seeking a protective order or other appropriate remedy.
- 4. No Work.** The Parties agree only to use the Confidential Information disclosed under this Agreement for the sole purpose of evaluating the possibility of entering into a business relationship or a subsequent written agreement between the Parties. Neither Party shall perform any work, other than disclosing Confidential Information pursuant to the terms outlined in this Agreement. Nothing in this Agreement shall be construed as granting any intellectual property rights, by license or otherwise, to the Confidential Information.
- 5. Transfer and Assignment.** The Parties shall not license, assign, or transfer this Agreement or any of the Confidential Information disclosed to it.
- 6. Representations/Warranties.** The Parties make no representations or warranties as to the accuracy or completeness of any Confidential Information disclosed. Both Parties acknowledge and agree that liability shall not arise from the limited use of the Confidential Information disclosed under this Agreement.

- 7. Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other Party as provided in Section 8 (“Notices”) of this Agreement. The Parties agree that in the event that either Party breaches or threatens to breach this Agreement, in addition to terminating this Agreement, the non-breaching Party shall be entitled, in addition to all available remedies, to specific performance and injunctive or other equitable relief. Upon expiration or termination of this Agreement for any reason, both Parties agree to return all copies of the Confidential Information in its possession and control to the disclosing Party within five (5) business days. Notwithstanding anything to the contrary, the Parties agree not to disclose Confidential Information during the Non-Disclosure period and the obligations in this Section shall continue until satisfied and Section 3 (“Ownership”) and Section 5 (“Transfer and Assignment”) shall survive the termination or expiration of this Agreement.
- 8. Notices.** All notices, payments, demands, or consents required or permitted by this Agreement shall be in writing, via hand delivery, email, fax, overnight express courier, or certified or US mail to the address listed below. Notices will be deemed given when received.

If to Company:
<b>Phone:</b> <b>Facsimile:</b> <b>Email:</b>

If to fTLD Registry Services:
Tom Greco c/o American Bankers Association 1120 Connecticut Ave., NW Washington, DC 20036 <b>Phone:</b> 202-663-5586 <b>Email:</b> tgreco@aba.com

- 9. Modifications.** All modifications to this Agreement shall be in writing and signed by the Parties.
- 10. Independent Contractors.** The Parties are independent contractors and neither party is an agent, employee, joint venture, or partner of the other for any purpose. Neither party will have the authority to bind the other party.
- 11. Complete Understanding.** This Agreement constitutes a total integration of the Parties’ understanding and supersedes all prior oral or written communications between the Parties.
- 12. Counterparts.** This Agreement may be executed in any number of counterparts and by different Parties on separate counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 13. Governing Law.** This Agreement shall be construed according to the laws of the District of Columbia with any suit commencing in a district or federal court sitting in the District of Columbia, and the parties waive all claims or defenses that such forum is not convenient.

**14. Authorized Parties.** Each Party represents it is legally authorized to enter into this Agreement and that the execution by the individual signing below will render this Agreement legally binding on such Party.

Please indicate your agreement to these terms by signing and returning this Agreement.

fTLD REGISTRY SERVICES  
Craig Schwartz, Managing Director

By: 

Date: January 9, 2017

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_