Mutual Nondisclosure Agreement

between

[Company] and

Cleveland International Fund, Ltd.

This Agreement (the "Agreement") is between Cleveland International Fund, Ltd. ("CiF"), 1240 Huron Road, Suite 420, Cleveland, OH 44115, and [Company] (the "Company"), [Company Address].

WHEREAS, CiF and Company are exploring the possibility of entering into a business relationship;

WHEREAS, Company wishes to provide, and CiF wishes to receive certain Confidential Information for the purposes of assisting the parties in their exploration of the possibility of entering into a business relationship; and

WHEREAS, CiF wishes to provide, and Company wishes to receive certain Confidential Information for the purposes of assisting the parties in their exploration of the possibility of entering into a business relationship;

NOW, THEREFORE, it is agreed as follows:

1. The "Confidential Information" of a party disclosing information under this Agreement (the “Disclosing Party”) to the other party (the “Recipient”) means information that is either identified as confidential at the time of disclosure or should be understood by a reasonable person under the circumstances to be confidential in nature.

Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include information that:

(a) is or becomes publicly available other than by a breach of this Agreement by the Recipient; or

(b) is acquired by the Recipient from a third party that is not, to the Recipient’s knowledge, under any confidentiality obligation to the Disclosing Party regarding such information; or

(c) is known to the Recipient prior to the date of this Agreement, or that the Recipient develops independently without use of the Confidential Information.

1. The Recipient agrees to take reasonable measures to keep confidential the Confidential Information of the Disclosing Party, and shall disclose the Confidential Information only to his or its employees and/or personnel who have a need to know such information, and shall use the Confidential Information solely for the purposes of exploring the possibility of entering into a business relationship or in furtherance of any agreement the parties may enter to enter a business relationship with each other. The Recipient will be responsible for any breach of this Agreement by his or its employees or personnel.
2. Notwithstanding anything to the contrary in this Agreement, the Recipient may disclose Confidential Information as may be required by law, regulation or applicable professional standard, including any subpoena or other similar form of process. The Recipient will provide the Disclosing Party with prompt notice of any request that the Recipient disclose Confidential Information (so long as such notice is not prohibited by law), so that the Disclosing Party may object to the request and/or seek an appropriate protective order.
3. Upon conclusion of CiF engagement with the Company, if the Disclosing Party requests in writing, the Recipient shall return the Confidential Information to Disclosing Party; provided, however, Recipient may keep an archival set of its working papers together with such copies of Disclosing Party’s Confidential Information necessary to comply with applicable laws, regulations and professional standards with respect to the documentation of work performed. Any copies of Disclosing Party’s Confidential Information so kept shall be retained and destroyed in accordance with the terms of this Agreement.
4. Each party, as a Recipient, recognizes the confidential and proprietary nature of the Disclosing Party’s Confidential Information and acknowledges that in the event of a breach of the confidentiality provisions of this Agreement the Disclosing Party may suffer irreparable harm. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity.
5. This Agreement shall be governed and construed pursuant to the laws of the State of Ohio without giving effect to its conflict-of-laws principles.
6. This Agreement constitutes the sole agreement between the parties relating to the subject matter hereof, and terminates and supersedes any and all prior agreements, arrangements, and understandings between the parties as to such subject matter.
7. This Agreement may not be modified, altered, or amended except in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have signed this agreement as [Date].

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| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Company] | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Adam Blackman Cleveland International Fund, Ltd. |