**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “**Agreement**” or “**NDA**”) is made and effective [DATE] (“**Effective Date**”) by and between [COMPLETE CUSTOMER NAME], a [STATE AND CORPORATE FORM], (“**Company Shortname**”) of [CORPORATE ADDRESS], and VelocityEHS Holdings, Inc., a Delaware corporation (“**VelocityEHS**”), with its principal place of business at 222 Merchandise Plaza, Suite 1750, Chicago, Illinois 60654 (each, a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, VelocityEHS and [Company Shortname] wish to discuss a potential business arrangement relating to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Potential Business Arrangement”); and

WHEREAS, The Parties recognize that during and in connection with discussions between the Parties, there may be disclosure of certain confidential or proprietary information relating to the Potential Business Arrangement; that such disclosure is intended to assist the parties in their evaluation.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Confidential Information**
	1. “**Confidential Information**” is defined as any information of a Party and/or any entity that said Party directly or indirectly controls, or is controlled by, or is under common control with that party (“**Affiliate**”) that is disclosed by a Party (the “**Disclosing Party**”) to the other Party or its Affiliates (the “**Receiving Party**”) relating to the Potential Business Arrangement, which is declared by the Disclosing Party to be confidential or proprietary, provided that:
		1. Information disclosed in written, electronic, or other tangible form (e.g., a physical prototype, physical sample, or document) is clearly and appropriately marked “Confidential” or with a legend of similar import at the time of disclosure to the Receiving Party; or
		2. Information disclosed orally or by visual observation is indicated as Confidential at the time of making the disclosure and promptly summarized in writing and marked and delivered to the Receiving Party within thirty (30) calendar days of such disclosure; or
		3. Any information that reasonably should be understood to be confidential, regardless of such information having been declared as confidential or proprietary, including technical information, such as source code, infrastructure schematics, and security information, as well as all business strategy and customer information, customer data and information pertaining to existing sales leads or contract negotiations.
	2. Notwithstanding the foregoing, any Confidential Information disclosed by visual observation during a tour or site visit of either Party’s facilities shall automatically be deemed Confidential Information for purposes of this Agreement.
	3. Each Party shall keep confidential and not disclose the subject matter or purpose of the discussions facilitated by this Agreement or the fact that it has entered into this Agreement with the other.
	4. Until otherwise agreed by the Parties in writing, all other information disclosed or exchanged by the Parties during their discussions may be disclosed on a non-confidential basis.
	5. Confidential Information shall not include any information that is:
		1. already known to the Receiving Party at the time of disclosure; or
		2. generally available to the public or becomes publicly known through no wrongful act of the Receiving Party; or
		3. received by the Receiving Party from a third-party who had a legal right to provide it; or
		4. developed independently by the Receiving Party without using the Disclosing Party’s Confidential Information.
2. **Court Order**
	1. If the Receiving Party is required to disclose Confidential Information by order of a court of law, administrative agency, or other governmental body, the Receiving Party shall, to the extent allowed by applicable law, provide reasonable advance notice to the Disclosing Party in order to allow Disclosing Party the opportunity to seek a protective order or otherwise prevent or limit such disclosure.
	2. If advanced notice to the Disclosing Party is not permitted, the Receiving Party shall provide notice to the Disclosing Party as quickly as is commercially reasonable after disclosure, to the extent permitted by applicable law.
3. **Use; Disclosure**

Each Party agrees to use the Confidential Information disclosed to it solely for evaluation of the Potential Business Arrangement with the other. Without the written consent of the other, each Party agrees not to disclose such Confidential Information to any other person or entity other than those of its employees, consultants, contractors, agents, or other personnel, and those of its Affiliates, who must have access to such Confidential Information for evaluation purposes (collectively, “**Permitted Recipients**”). All Permitted Recipients shall be bound to maintain such Confidential Information in confidence. Each Party will take such commercially reasonable steps to require its Permitted Recipients to preserve such trust and confidence. Each Party shall be responsible for any breach of this Agreement by its Permitted Recipients.

1. **Protection; Return**

Each of the Parties shall, in all respects, treat such Confidential Information disclosed to it hereunder at least as carefully as that accorded its own trade secrets or Confidential Information, and will carry out with respect to it, those security measures that it follows for its own trade secrets or Confidential Information. Upon the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party all Confidential Information (including copies) provided by the Disclosing Party under this Agreement, and will destroy all summaries, extracts, and the like prepared by the Receiving Party that incorporate the Disclosing Party’s Confidential Information; provided, however, that the Receiving Party may retain one complete copy of the Confidential Information in its archives for the purpose of determining its obligations under this Agreement or as otherwise required by applicable law.

1. **Term**

All obligations of the Parties under this Agreement shall terminate three (3) years after the Effective Date of this Agreement or until superseded by a Master Subscription & Services Agreement or similar binding document signed by the Parties. This Agreement may be canceled at any time prior to the end of such three (3) year term by the Parties, in writing, and all Confidential Information shall be returned to the Disclosing Party in accordance with the return provisions above. In the event of such cancellation, the provisions of this Agreement will not apply to any Confidential Information provided by either Party to the other Party on or after the date of such cancellation, but all provisions of this Agreement will continue to apply during the three (3) year term set forth above to any Confidential Information, provided by either Party to the other Party prior to the date of such cancellation.

1. **Other Initiatives**

Each Party understands that the other Party may have present or future initiatives, including initiatives with third parties, involving similar or identical products, technologies or processes that compete with a product, technology or process contemplated or offered by the other Party. Accordingly, each Party acknowledges that nothing in this Agreement shall be construed as a representation or inference that the other Party will not develop for itself or enter into business relationships with other third parties, that involve products, technologies or processes that are similar or identical to or compete with any product, technology or process contemplated or offered by the other Party, provided that Confidential Information is not used in breach of this Agreement.

1. **Entire Agreement**

This Agreement contains the entire understanding between the Parties related to the subject matter hereof, and supersedes all prior written and verbal negotiations, representations, and agreements concerning the subject matter. Each Party represents that it has the right to deliver the Confidential Information it discloses to the Receiving Party pursuant to this Agreement.

1. **Export**

Each Receiving Party of Confidential Information shall adhere to all applicable import and export controls and shall not export or re-export any technical data or products received from the Disclosing Party or the direct product of such technical data to any prohibited country, Party, or entity.

1. **Miscellaneous**
	1. **Amendment**. The obligations of this Agreement shall not be altered, amended, or superseded by any subsequent agreement, except by written instrument signed by the Parties.
	2. **Rights Not Conveyed**. Confidential Information shall at all times remain the property of Disclosing Party. No license or other right under any patent, trademark, copyright, trade secret, or other intellectual proprietary right is being granted by either Party hereunder, except the right to use Confidential Information in accordance with the terms of this Agreement.
	3. **Further Agreements**. Neither Party is obligated to enter into any further agreements with the other Party by virtue of entering into this Agreement. Any intention of the Parties to proceed with a further business arrangement shall be set forth in a separate written agreement signed by authorized representatives of both Parties.
	4. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the Parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.
	5. **Agreement to Governing Law and Jurisdiction**. This Agreement shall be governed in all respects by the laws of the State of Delaware, U.S.A. without regard to the conflict of law provisions.
	6. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
	7. **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the Parties hereto. There are no third-party beneficiaries to this Agreement.
	8. **Interpretation.** All references to Sections shall be deemed references to Sections of this Agreement, except as otherwise provided. As used herein, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used herein, the terms “herein,” “hereunder” and “hereof” refer to the whole of this Agreement, the terms “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation,” and “or” is disjunctive but not necessarily exclusive. Section headings are for reference purposes only and are not intended to create substantive rights or obligations. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation of this Agreement. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspellings will be corrected to give maximum effect to obvious intent.
	9. **Neutral Construction.** This Agreement has been drafted with the co-operation and participation of all Parties and, therefore, the Parties waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the Party drafting such agreement or document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative.

**Customer Company**[CUSTOMER NAME] VelocityEHS Holdings, Inc.

Signature: Signature:

Print Name: Print Name:

Title: Title:

Date: Date: