

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between **Houston Livestock Show and Rodeo, Inc.**, a Texas non-profit corporation, having its principal offices at Three NRG Park, Houston, Texas 77054, and _____, having its principal place of business at _____.

For purposes of this Agreement, Houston Livestock Show and Rodeo, Inc. shall be the "Provider" and _____ shall be the "Recipient".

IT IS HEREBY AGREED as follows:

1. Disclosure and Confidentiality Arrangements

- 1.1 Subject to Section 1.4, Exclusions, below, "**Confidential Information**" shall mean any and all of the Provider's information relating to market segmentation information, brand research and brand standards, proprietary app information and data and other related information disclosed therewith.
- 1.2 Disclosure: The Provider shall disclose only so much of its Confidential Information to the Recipient as the Provider deems appropriate under the circumstances.
- 1.3 Undertakings: In consideration of any Confidential Information received pursuant to this Agreement, the Recipient undertakes:
 - 1.3.1 To treat the Confidential Information as strictly confidential, not to divulge to any third party or sell, trade, publish or reproduce the Confidential Information without the Provider's prior written consent, except as provided by the exclusions specified in Clause 1.4 below;
 - 1.3.2 In the event of any authorized disclosure of Confidential Information to a third party, to limit such disclosure strictly to that which is necessary to fulfill Recipient's services to the Provider. No disclosure of the Confidential Information will be made unless the Recipient and the third party have entered into an agreement substantially similar to this Agreement;
 - 1.3.3 In the event any Confidential Information received must be disclosed pursuant to the operation of law, government regulation or court order, to give the Provider prior written notice and cooperate with the Provider in any attempt to contest the requirement and/or to obtain a protective order.
- 1.4 Exclusions: Confidential Information shall not include information which the Recipient can conclusively establish: (a) at the time of disclosure, is, or, after disclosure, becomes generally known or available to the public through no act or failure to act by the Recipient; (b) was known to it or was possessed by it without restriction prior to the disclosure by the Provider; (c) was rightfully acquired and free from restrictions from a third party having an unrestricted right to disclose the same; or (d) was independently developed by it.
- 1.5 Access: The Recipient shall limit disclosures of the Confidential Information to those of its employees, agents and representatives (collectively, "Representatives") (a) who are directly associated with the Recipient's services to the Provider, (b) whose knowledge of the Confidential Information is essential for the planning and completion of such services and (c) who are under obligation of sufficient scope to obligate them to maintain the confidentiality of Confidential Information of third parties in the Recipient's possession. The Recipient shall be responsible for any non-compliance by any Representative with the terms and conditions of this Agreement to the same extent the Recipient would have been responsible under applicable law for its own breach of the same obligations. The Recipient will safeguard the Confidential Information in substantially the same manner as the Recipient safeguards its own proprietary information, but in no event will the standard of care be less than reasonable care.

2. Rights and Procedural Arrangements

- 2.1 Rights: Neither this Agreement nor any Confidential Information transmitted in accordance herewith shall be construed to grant any rights in or licenses to the Confidential Information or any of the Provider's other

proprietary information to the Recipient. Any disclosure under this Agreement is made without any right or license to utilize any of the Provider's intellectual property, including information, trademarks, logos, inventions, patents, trade secrets and know-how.

2.2 Term: The term of this Agreement during which the disclosure of Confidential Information is covered by the terms hereof shall commence on the date set forth above and remain in force for a period of five (5) years.

3. Miscellaneous

3.1 Law: This Agreement shall be governed by and interpreted in accordance with the laws of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. Venue for any action, suit or proceeding arising in conjunction herewith is stipulated and agreed to be proper in the federal or state courts of Harris County, Texas.

3.2 Disputes:

3.2.1 The Parties will use their best faith efforts to resolve any dispute, controversy or claim (herein "dispute") arising from or in connection with this Agreement in a fair and equitable manner. Prior to initiating legal action hereunder, the Parties will seek resolution of disputes through discussions between senior executives of the respective Parties where necessary. In addition, the Parties may engage in mediation of the dispute by mutual agreement.

3.2.2 Recipient agrees that if this Agreement is breached, or if a breach hereof is threatened, the remedy at law may be inadequate, and therefore, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief or money damages or any combination thereof shall be available to Provider. The successful party in any action or proceeding brought to enforce this Agreement shall be entitled to recover the costs, expenses and fees incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses.

3.2.3 These provisions shall not prevent either party to approach any court or other judicial forum in any country having appropriate jurisdiction to obtain timely injunctive or other relief in cases of urgency.

3.3 Entire Agreement: This Agreement comprises the entire agreement between the Parties concerning the Confidential Information.

3.4 Amendments: No amendments, changes or modifications to this Agreement shall be valid unless in writing and signed by a duly authorized representative of each of the Parties.

The Parties have caused this Agreement to be executed as of the date first written above.

Company: _____

Date: _____

Signed: _____

Printed Name: _____

Title: _____