

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into by and between the Center for Entrepreneurial Leadership, having a principal place of business at the University at Buffalo School of Management, 77 Goodell St., Buffalo, NY 14203 (hereinafter "CEL"), and the "Participant", which shall include mentors, reactors, presenters, faculty, staff, guests, and program participants.

WHEREAS, CEL desires to admit Participant into one or more of its programs or to otherwise permit Participant to take part in one or more of its programs ("Program"); and

WHEREAS, Participant desires to take part in the Program and, as part thereof, receive information concerning the business operations of other participants in the Program (hereinafter such other participants are collectively referred to as "Candidates"), including information relating to products, marketing plans, services, financial records, etc.; and

WHEREAS, Candidates may disclose to the Participants information which Candidates deem proprietary or confidential in order to facilitate the purpose of the Program; and

WHEREAS, it is the intent of CEL that all Participants take part in the Program with the purpose of assisting and promoting the businesses of the Candidates; and that no Participants use such proprietary or confidential information of the Candidates for the Participants own benefit or for the benefit of competitors of the Candidates;

WHEREAS, prior to admitting Participant into the Program and in order to facilitate the exchange of such proprietary or confidential information, CEL requires a Confidentiality Agreement from the Participant;

NOW, THEREFORE, in order to participate in the Program and to induce Candidates to disclose such proprietary or confidential information to the Participant, the parties do hereby agree as follows:

This agreement shall remain in effect for three (3) years from date of signing

1.CONFIDENTIALITY OF INFORMATION

Participant shall not disclose to any other person or entity, directly or indirectly, or use for his or her own benefit, any "Confidential Information" of a Candidate disclosed to Participant by such Candidate in connection with the Program. "Confidential Information" shall mean any written information that is marked "Proprietary" or "Confidential", any information that is otherwise identified as proprietary or confidential or any other information which by its very nature deals with matters that, if generally known, would to a material extent be damaging to the Candidate or the business of the Candidate.

2.PERMITTED USES

Participant agrees that he or she will only use the Confidential Information of a Candidate for the purpose of evaluating the business of such Candidates in connection with the Program.

3.STANDARDS OF CARE

Participant shall use reasonable care to avoid inadvertent disclosure or unpermitted use of the Confidential Information and Participant shall employ such measures to insure inadvertent disclosure as Participant employs with respect to its own proprietary, confidential, or financial information, which he or she does not wish to have disseminated, published or disclosed.

4.INAPPLICABILITY OF RESTRICTIONS

Notwithstanding anything in this Agreement to the contrary, there shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

- (a) is known to Participant at the time of its disclosure to Participant;
- (b) is publicly known, becomes publicly known, or is otherwise in any manner publicly available, through no wrongful act of Participant;
- (c) is received from a third-party without breach of the restrictions contained in this Agreement;
- (d) is independently developed by Participant; and
- (e) is required by court order or governmental agency to be disclosed.

5.OWNERSHIP

All Confidential Information delivered by a Candidate to Participant pursuant to this Agreement shall be and shall remain the property of the Candidate. All such Confidential Information which is in written form, and any copies thereof, shall be promptly returned to Candidate upon written request by Candidate to Participant.

6.MISCELLANEOUS

- (a) this Agreement shall remain in effect for three (3) years from date of signing;
- (b) this Agreement shall be governed by and interpreted in accordance with the laws of the state of New York;
- (c) this Agreement shall be binding upon Participant, his or her successors and assigns;
- (d) each Candidate in the Program shall be a third party beneficiary of this Agreement and;
- (e) with respect to the Confidential Information disclosed by a Candidate, Participant acknowledges and agrees that a breach of this Agreement could result in irreparable damage to such Candidate for which there will be no adequate remedy at law; and in the event of such breach such Candidate shall be entitled to injunctive relief and/or an order for specific performance, and such further relief as shall be proper.

Clicking box on payment page represents Participant's signature and indicates acceptance of Confidentiality Agreement.