

**RECIPROCAL NON-DISCLOSURE, CONFIDENTIALITY,
NON-COMPETE, AND NON-SOLICITATION AGREEMENT**

This agreement (“Agreement”) is made and entered into as of _____, 2016 (“Effective Date”), by and between Williamsburg Area Destination Marketing Committee and Greater Williamsburg Chamber & Tourism Alliance, a Virginia organization, having its principal place of business at 421 N. Boundary Street, Williamsburg VA 23185 (“WADMC” and “GWCTA”), and _____, hereinafter individually referred to as party (“Party”) and collectively as the parties (“Parties”).

The Parties agree as follows:

1. The Parties may find it beneficial to disclose to each other certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, maps, blueprints, diagrams, flowcharts and other technical, financial or business information, as well as third party information furnished under an obligation of confidentiality (“Confidential Information”). Information shall be deemed to be Confidential Information if it is marked confidential, if it is so identified orally by the disclosing Party at the time of disclosure, or if, under the circumstances surrounding disclosure, it should reasonably be considered to be Confidential Information. Additionally, the disclosing Party may confirm, within three (3) business days of providing any information, that such information is to be treated as Confidential Information.
2. The Parties agree to hold such Confidential Information in confidence, with the same care the receiving Party uses for its own Confidential Information, which, in no event, shall be less than a reasonable standard of care. Confidential Information shall be used solely for the Purpose, and the Parties agree that it shall only disclose Confidential Information to those employees and third parties who have a need to know such Confidential Information in furtherance of the Purpose. Prior to providing the Confidential Information to any third parties, the receiving Party shall ensure that an executed nondisclosure agreement is in place with each third party with protections that are substantially similar to the protections in this Agreement. Prior to providing any Confidential Information to employees or third parties, the receiving Party shall notify such persons that such information is Confidential Information and must be kept in confidence as set forth in this Agreement. The receiving Party shall be responsible for any breach of this Agreement by such Party's employees and third parties. No representation or warranty, express or implied, is made or given under this agreement as to the accuracy, completeness, or current nature of any of the confidential information disclosed under this agreement, or its usefulness or fitness for, or use with, or in relation to the purpose.

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3. The obligations of confidentiality under this Agreement shall not apply to any information that: (a) was previously known to the Parties free of any obligation to keep it confidential; (b) is or has become publicly known, through no wrongful act of either Party; (c) was rightfully received from a third party who is under no obligation of confidentiality to the receiving Party; (d) was independently developed by the Parties without use of Confidential Information that has been disclosed pursuant to this Agreement; or (e) was required to be disclosed in order to comply with applicable laws or regulations (including, but not limited to, securities law) or with any requirement imposed by any governmental or court order but only to the extent required. Prior to making any disclosure under subsection 3.(e), the receiving Party shall: (i) immediately notify the disclosing Party of the required disclosure upon receipt of a governmental or court order; and (ii) cooperate with the disclosing Party in making, if available under applicable law, a good faith effort to obtain a protective order limiting disclosure or use of the Confidential Information, at no cost to the receiving Party.

4. All Confidential Information shall remain the exclusive property of the disclosing Party. The disclosure of Confidential Information by the disclosing Party shall not constitute an express or implied grant to the receiving Party of any rights to or under the disclosing Party's patents, copyrights, trade secrets, trademarks, or any other intellectual property rights. Upon the disclosing Party's request, all Confidential Information shall either be returned to the disclosing Party or destroyed and, if the latter, the receiving Party shall certify in writing that such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the receiving Party shall continue to be bound by its obligations under the terms of this Agreement.

5. Neither Party shall in any way or in any form distribute, disclose, publicize, issue press releases, or advertise in any manner, including, but not limited to, making representations in court pleadings (except as required by law), the discussions that gave rise to this Agreement or the discussions or negotiations covered by this Agreement or the information provided pursuant to this Agreement, or that any conversations or discussions are occurring or have occurred between the Parties, nor shall either Party use the other Party's trademarks, trade names or other proprietary marks in any manner, without first obtaining the prior consent of such Party.

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6. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other term hereof. No waiver of any right under this Agreement shall be effective unless in writing and signed by an authorized representative of the Party against whom the waiver is sought to be enforced.

7. If a legal action between the Parties arises from this Agreement or the conduct of any Party with respect to any Confidential Information, the prevailing Party shall recover from the other Party its reasonable attorney fees and costs. Each Party irrevocably waives any right that it may have to a trial by jury in connection with any dispute arising out of or in connection with this Agreement.

8. The Parties acknowledge that remedies at law may be inadequate to protect the disclosing Party against any actual or threatened breach of this Agreement by the receiving Party or by its representatives and, without prejudice to any other rights and remedies otherwise available to the disclosing Party, the Parties agree to allow the seeking of injunctive or other equitable relief in the disclosing Party's favor, without the requirement of providing proof of actual damages.

9. Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and either emailed, faxed, or sent by expedited courier and addressed to the other Party at the address first set forth above or such other address as the Parties specify in writing. Such notice shall be effective upon its transmission if sent electronically or after two (2) business days if sent by courier. Receipt of notice shall be confirmed by sender.

10. This Agreement contains the sole and entire agreement between the Parties related to the disclosure of Confidential Information, Non-Competition and Non-Solicitation with respect to the Purpose. This Agreement may only be modified in a writing executed by both Parties. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Agreed to and Accepted by:

WILLIAMSBURG AREA DESTINATION MARKETING COMMITTEE
& GREATER WILLIAMSBURG CHAMBER & TOURISM ALLIANCE

AGENCY

Signature

Signature

Corrina J Ferguson

Printed Name

Printed Name

Director, WADMC Marketing

Title

Title