

## NONDISCLOSURE AND NON-CIRCUMVENT AGREEMENT

This Nondisclosure Agreement (this "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between, Weston Solutions, Inc., a Pennsylvania corporation ("Weston"), and \_\_\_\_\_ ("\_\_\_\_\_"), a \_\_\_\_\_ company. Weston and \_\_\_\_\_ sometimes are collectively referred to herein as the "Parties" and individually as a "Party".

In order to facilitate discussions between the Parties relating to evaluating \_\_\_\_\_'s potential participation in a redevelopment project being pursued by Weston in Castle Rock, Colorado (the "Project"), it may be necessary for the Parties to review and analyze certain information provided by each other, that the Party providing such information regards as proprietary, confidential and valuable. The Parties are willing to furnish such information to each other pursuant to the following terms and conditions, to which the Parties agree:

1. For purposes of this Agreement, the Party disclosing confidential information hereunder is hereinafter referred to as the "Disclosing Party" and the party receiving confidential information hereunder is hereafter referred to as the "Receiving Party". As used in this Agreement, the term "Confidential Information" shall mean any information not generally known to the public that is disclosed on or after the date of this Agreement by the Disclosing Party to the Receiving Party, which is marked as "Confidential" or "Proprietary" or by other similar marking, stamp or legend. If oral or visual disclosure of information is made, such information shall be deemed to be "Confidential Information" if a written notice is delivered by the Disclosing party to the Receiving Party within thirty (30) days after the disclosure, specifying the fact of and nature of the disclosure. Confidential Information shall not include any information which (a) can be proved to be known to the Receiving Party before receipt from the Disclosing Party; (b) was or is conceived, created or independently developed by the Receiving Party without reference to any of the Disclosing Party's information sought to be protected as Confidential Information; (c) is or becomes publicly available without breach of this Agreement by the Receiving Party; or (d) is disclosed outside of the Disclosing Party with, and in accordance with the terms of, prior approval of the Disclosing Party.

2. The Confidential Information will be used solely for the purpose of Receiving Party's evaluation of the Project. Unless and until Disclosing Party and Receiving Party agree in writing otherwise, the Confidential Information will be kept confidential by the Receiving Party and its advisors, except that the Receiving Party may disclose the Confidential Information or portions thereof to those of its directors, officers and employees, agents, subcontractors, affiliates and representatives of its advisors (the persons to whom such disclosure is permissible, being collectively called "Representatives"), who need to know such information for the purpose of Receiving Party's evaluation of the Project (it being understood that the Representatives will be informed of the confidential nature of the Confidential Information and will comply with the confidentiality obligations of Agreement and will not disclose the Confidential Information to any other individual). Receiving Party agrees to be bound for any breach of this Agreement by its Representatives. The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.

3. With respect to the Project, Weston may disclose to \_\_\_\_\_ the names and contact information of actual or potential transaction parties, clients, investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, buyers and sellers, and others, all hereinafter called

“Contacts.” \_\_\_\_\_ acknowledges and agrees that the actual or potential roles of the Contacts in the Project are valuable Confidential Information of Weston. \_\_\_\_\_ agrees that neither \_\_\_\_\_ nor its Representatives will contact or deal, communicate, negotiate or participate with, any of the Contacts with respect to the Project, without first receiving written acknowledgement and permission from Weston. The terms of this Section 3 shall survive the termination or expiration of this Agreement for a period of 2 years.

4. In the event that Receiving Party or any of Receiving Party’s Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process, or by operation of law, including but not limited to tax law) to disclose any of the Confidential Information, the Receiving Party shall, to the extent it may legally do so, provide Disclosing Party with prompt prior written notice of such requirement so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

5. If Disclosing Party so requests, Receiving Party will promptly return to Disclosing Party, all copies of the Confidential Information in Receiving Party’s possession or in the possession of its Representatives. If Disclosing Party so requests, Receiving Party will destroy all copies of any analyses, compilations, studies, or other documents prepared by Receiving Party, or for Receiving Party’s use, containing or reflecting any Confidential Information. Receiving Party may, however, retain one (1) copy of the Confidential Material for its legal records. Notwithstanding the foregoing, (i) electronic copies of materials or summaries containing or reflecting Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by the Party’s employees, and (ii) summary information regarding the Confidential Information that has been presented to the Party’s control group, including without limitation the boards of directors or other internal committees whose review was deemed necessary and which summary information cannot be removed from the corporate records, but which is not readily accessible by the Party’s employees, need not be returned or destroyed and shall not be deemed to violate this Agreement, so long as the Confidential Information contained therein is not disclosed in violation of the other terms of this Agreement.

6. Without the prior written consent of the other Party, a Party to this agreement will not disclose to any person other than its Representatives, either the fact that any investigations, discussions or negotiations are taking place regarding the Project, or that a Receiving Party has requested or received Confidential Information from a Disclosing Party, or any of the terms, conditions, or other facts with respect to the Project, including the status thereof, unless required by law. The term “person” as used in this Agreement will be interpreted broadly to include, without limitation, any individual or entity.

7. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information.

8. Receiving Party understands and acknowledges that Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy, appropriateness or completeness of Confidential Information which it provides, and neither Disclosing Party nor any of its officers, directors, employees, stockholders, advisors, affiliates, subcontractors, or agents will have any liability to Receiving Party, or any other persons, resulting from Receiving Party’s use of the Confidential Information.

9. Receiving Party acknowledges that to the extent Confidential Information consists of financial projections, such projections are based on a number of assumptions and there can be no assurance that such assumptions are correct or that such projections will be realized.

10. The parties also understand and agree that no contract, transaction or agreement providing for the Project shall be deemed to exist between the parties unless or until a Definitive Agreement for the Project has been executed and delivered by the parties. An executed letter of intent or any other preliminary written agreement is not a "Definitive Agreement", nor is any written or verbal acceptance of an offer or bid on the part of any Party. This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

11. The Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

12. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, information, products, concepts, systems or techniques that are similar to or compete with the information, products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

13. The parties agree that any failure or delay by a Disclosing Party in exercising any right, power or privilege hereunder will not operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof, or the exercise of any right, power or privilege under this Agreement.

14. The laws of the Commonwealth of Pennsylvania shall govern the validity and interpretation of this Agreement, without regard to its choice of law provisions. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. The prevailing party in any litigation or other proceeding with respect to the enforcement or interpretation of the Agreement shall be entitled to payment of any and all costs and expenses incurred with respect to such litigation or other proceeding, including without limitation, reasonable attorneys' fees, disbursements and costs, experts' fees and costs, and other reasonable expenses of protecting its interests hereunder.

15. This Agreement may be executed in counterpart copies, and is binding upon the parties and their respective subsidiaries, successors and assigns, and their officers, directors and employees. This Agreement constitutes the entire understanding and agreement between the parties, with respect to protection and use of the Confidential Information. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless contained in a written statement signed by authorized representatives of the parties.

16. Notices required under this Agreement shall be given by personal delivery, mail or overnight delivery service addressed to the address and person identified below and shall be deemed to be complete upon delivery:

If to Weston:

Weston Solutions, Inc.  
1400 Weston Way  
West Chester, Pennsylvania 19380  
Attention: Law Department  
Kevin.Griffin@westonsolutions.com

If to \_\_\_\_\_:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_@\_\_\_\_\_

17. This Agreement shall expire two years from the date on which the last party has executed this Agreement as set forth below, or upon the completion or termination of the Parties evaluation or pursuit of the Project, whichever is earlier. Notwithstanding such expiration or termination, the Receiving Party's nondisclosure obligations for Confidential Information that is a trade secret shall continue beyond three years until the Confidential Information is no longer a trade secret.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective on the date first written above.

\_\_\_\_\_

**Weston Solutions, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

