



Small Arms Analytics & Forecasting | PO Box 1039 | Marietta, SC 29661 | USA

**Confidentiality, One-Time Use, and Mutual Nondisclosure Agreement**  
[version: 7 June 2020]

This Confidentiality, One-Time Use, and Mutual Nondisclosure Agreement, hereinafter called "Agreement," is entered into by **SMALL ARMS ANALYTICS & FORECASTING (A DIVISION OF QUINTSERV PROFESSIONAL LLC)** and **CLIENT NAME**.

1. In consideration of the promises and mutual covenants contained in this Agreement, the parties hereto desire to discuss certain information which they consider to be confidential and proprietary and to assure the protection, preservation, proper use and nondisclosure of the confidential and/or proprietary nature of information to be disclosed or made available by one party (the "Disclosing Party") to the other party (the "Receiving Party"). Each of the parties hereto may be a Disclosing Party or Receiving Party of the confidential information defined herein.

2. The parties enter into this Agreement in recognition of the fact that during the aforementioned discussion all information disclosed by the Disclosing Party to the Receiving Party will be deemed to be "Confidential Information" including without limitation, any information regarding trade secrets, patents, patent applications, trademarks, copyrights, trade dress, intellectual property, know-how, business practices, consulting methodologies, survey tools, inventions, discoveries, improvements, processes, techniques, algorithms, samples, media and/or cell lines, software programs (whether in source or object code form), designs, drawings, formula or test and final data relating to any research project, work in process, research, development, distributing, marketing, servicing, financing, pricing or proposal information, or any personnel information relating to the Disclosing Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, and whether in oral, written, visual, graphic or electronic form. Confidential Information will also include all third-party information and information that the Disclosing Party has received from others. In addition, the Receiving Party agrees that information disclosed by the Disclosing Party need not be marked "Confidential" or "Proprietary" to be considered confidential information, but that any information or materials specifically marked as "Confidential" or "Proprietary" will be treated as Confidential Information.

3. Confidential Information shall be considered and protected as proprietary until the recipient can document that it: (a) becomes lawfully known or available to the Receiving Party from a source other than the Disclosing Party without breach of this agreement by the Receiving Party and was free of any obligation of confidence subsequent to the time it was communicated to recipient by the other party; (b) is developed by the Receiving Party independently of and without reference to any information communicated to the recipient by the other party; (c) is within or later falls within, the public domain without breach of this Agreement by the receiving party; (d) is publicly disclosed with the written approval of the other party; or (e) is disclosed by the party providing the same to others on a non-restricted basis.

Nothing herein shall restrict the recipient from disclosing any portion of such confidential information pursuant to a judicial or other lawful Government order, but only to the extent of such order, provided that the recipient provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information.

4. The recipient shall not disclose any of the other party's Confidential Information to any person, except for employees, without the express written consent of the other party. Furthermore, the recipient shall notify and advise its involved employees of their obligations under this agreement.

5. The recipient shall protect and treat the Confidential Information in accordance with the standard of care they exercise to protect their own Confidential Information of like importance. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

6. Confidential Information exchange between the parties shall be used in the discussion and in the course of any agreement resulting from the discussion only, and shall not be used, directly or indirectly, for any other purpose without specific written approval from the other party.

7. The party receiving Confidential Information under this Agreement shall maintain the information in confidence in accordance with the terms of the Agreement for a period of seven (7) years from the date of receipt of the information or when the information becomes publicly available without breach to this Agreement.

8. This Agreement does not grant and shall not be construed as granting to the recipient any property rights, by the license or otherwise, licenses to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

9. This Agreement does not grant any warranty, expressed or implied, with respect to any Confidential Information.

10. Confidential Information shall be for one-time use and not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by the recipient shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.

11. This Agreement constitutes and expresses the entire agreement and understanding between the parties hereto in reference to all matters herein referred to; all previous discussions, promises, representations, and understandings relative thereto, if any, had between the parties hereto, being herein merged.

12. Upon termination or expiration of the Agreement, or upon written request of the other party, the recipient shall promptly return within five (5) business days of notice to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

13. This Agreement is personal to the parties and is not assignable nor transferable except with the written permission of the other party.

14. This Agreement shall be governed by the relevant federal laws and the laws of South Carolina, USA.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ [month] \_\_\_\_\_ [year].

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

Position/title of principal investigator: \_\_\_\_\_

University/research institute: \_\_\_\_\_

Email: \_\_\_\_\_ Website URL: \_\_\_\_\_