



Conigliaro Industries, Inc.  
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## Facility Tour Confidentiality and Non-Disclosure Agreement

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Conigliaro Industries, Inc. a Massachusetts Corporation with a principal place of business located at 701 Waverly Street, Framingham, Massachusetts ("Conigliaro") and \_\_\_\_\_ of \_\_\_\_\_ ("Touring Party").

For and in consideration of the premises and mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Conigliaro and Touring Party agree as follows:

### WITNESSETH

1. For the purposes of this agreement "Confidential Information" shall include, but is not limited to, all confidential or proprietary information, documents or materials, whether printed or in machine readable form, or otherwise, and designated by Conigliaro as confidential, trademarked, patented, copyrighted or otherwise, and developed, owned, licensed or under the control of Conigliaro and its customers or clients, its independent contractors, consultants and/or agents, including but not limited to business systems, plans, procedures and reports or agreements, marketing materials, business tools, methods, plans, educational materials, financial, franchise, graphs, charts or documents related thereto, and all technical and/or business information describing or relating to the development and/or operational activities of Conigliaro that it holds in confidence or has received from third parties under an obligation to maintain as confidential.

"Confidential Information" shall also include any analysis of materials prepared by Conigliaro, which are copies of, based on, or derived from Confidential Information. Any orally disclosed Confidential Information shall be subject to this Agreement only if the disclosing party identifies it as confidential at the time of its disclosure and subsequently describes in writing such information and the circumstances of its disclosure. This writing shall be received by the receiving party within seven (7) days of its disclosure to the receiving party.

Confidential Information shall further include, without limitation, the terms, conditions and existence of the discussions and agreements by and between Conigliaro and Touring Party, including without limitation, the existence of this Agreement, all of which Touring Party agrees to hold in confidence.

2. Touring Party has requested access to observe Conigliaro's business operations and facilities which involve and contain certain Confidential Information relating to Conigliaro's business operations; and
3. Touring Party has agreed and is willing to receive Confidential Information from Conigliaro subject to the terms and conditions hereinafter set forth.
4. Touring Party for itself, and for their officers, directors, shareholders, employees, agents, independent contractors, and their attorneys, accountants and other retained Touring Parties, hereby agree to safeguard and hold in trust and confidence, and not directly or indirectly use or disclose (except for the purposes specifically permitted and specified herein), any or all of the Confidential Information obtained from Conigliaro and shall refrain from any use of the Confidential Information as a result of the activities contemplated hereunder.
5. It is agreed and understood that the foregoing restrictions shall not apply to any portion of the Confidential Information:

- (a) which is or becomes part of the public domain through no fault of Touring Party;
- (b) which is independently ascertainable by Touring Party without violation of this agreement and which can be demonstrated by appropriate documentary evidence;
- (c) which is required to be disclosed by an administrative or judicial action, provided that Touring Party's attempts to maintain the confidentiality of such Confidential Information by asserting any and all such privileges and affords Conigliaro the opportunity to also protect the confidentiality of the Confidential Information;
- (d) is disclosed by Conigliaro subsequent to the execution of this Agreement to others without restriction.

7. All Confidential Information disclosed, delivered or acquired by Touring Party from, or on the behalf of Conigliaro shall be and remain the sole property of Conigliaro and the obligations hereunder shall remain binding upon the parties hereto, and their heirs, successors and assigns after the return of all Confidential Information to Conigliaro.

10. Disclosure of Confidential Information to Touring Party shall not constitute any option, grant or license to Touring Party under any patent, copyright, license or other rights now or hereinafter held by Conigliaro.

11. It is agreed and understood that Conigliaro shall be entitled to all appropriate relief, including, without limitation, injunctive and other equitable relief, to enforce the provisions of this Agreement. This Agreement shall inure the benefit of and be enforceable by Conigliaro and its respective representatives, successors and assigns, and shall be binding upon Touring Party and its respective representatives, successors, heirs and assigns. Conigliaro shall be entitled to recover from Touring Party any and all of its costs and expenses, including reasonable attorneys fees in enforcing the terms and conditions of this Agreement upon a determination of Touring Party's violation of the terms herein described and/or a determination of Touring Party's breach or default hereunder.

12. This Agreement may not be modified except by a writing signed by all parties.

13. This Agreement does not create, by implication or otherwise, a joint venture, employer-employee, partnership, or any other business relationship.

14. Any waiver by Conigliaro of any breach or default by Touring Party of any term or condition contained herein shall not in any way affect, limit or waive Conigliaro's rights thereafter to enforce and compel strict compliance with every term and condition hereof.

15. This Agreement constitutes the entire agreement between the parties relating to confidentiality and non-disclosure by Touring Party of the Confidential Information.

16. Should any of provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

17. This Agreement has been and shall be deemed to have been made and executed in the Commonwealth of Massachusetts. Any dispute arising hereunder shall be resolved in accordance with the laws of the Commonwealth of Massachusetts and in courts located within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CONIGLIARO INDUSTRIES, INC.

BY: \_\_\_\_\_  
Gregory Conigliaro, President

Touring Party

BY: \_\_\_\_\_