**Nondisclosure Agreement**

This Nondisclosure Agreement (the “Agreement”), dated \_\_\_\_\_\_\_\_\_\_(the “Effective Date”) is between Emerald Springs, LLC (the “Disclosing Party”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_d/b/a \_\_\_\_\_\_\_\_\_\_(the “Receiving Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information.

1. *Definition*. For purposes of this Agreement, “Confidential Information” shall mean all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged that derives its value from remaining undisclosed or that the Disclosing Party expressly indicates is to be held or kept in confidence.

2. *Exclusions from Confidential Information*. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3. *Obligations of Receiving Party*. Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Receiving Party shall not disclose or permit access to Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, attorneys, accountants, board of directors, and financial advisors (collectively, “Representatives”) who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence of the terms of this Agreement; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Receiving Party and its Representatives shall not, without prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. Notwithstanding the foregoing, Receiving Party will not be required to erase Confidential Information that is contained in an archived computer system backup in accordance with its internal compliance, security, and/or disaster recovery procedures, or any summaries thereof provided to Receiving Party’s board of directors, provided that Receiving Party will continue to be bound by the confidentiality obligations contained in this Agreement with respect to such information.

4. *Compelled Disclosures*. If Receiving Party or any of its Representatives is required by law or a valid legal order or process to disclose any Confidential Information that is prohibited or otherwise constrained by this Agreement, Receiving Party and its Representatives shall only disclose that portion of the Confidential Information that, in the opinion of its legal counsel, Receiving Party is required to disclose.

5. *Time Periods*. This Agreement shall expire two (2) years from the Effective Date, unless earlier terminated by the parties; provided that the confidentiality and non-use provisions of this Agreement shall continue to apply to any Confidential Information retained by Receiving Party and its Representatives following such expiration.

6. *Relationships*. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

7. *Severability*. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to achieve the intent of the parties.

8. *Integration*. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. *Waiver*. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. *Governing Law*. This Agreement will be governed in all respects by the substantive laws of the State of Delaware, without regard to choice of law principles.

*SIGNATURE PAGE FOLLOWS*

This Agreement and each party’s obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**DISCLOSING PARTY**

 (Signature)

 (Typed or Printed Name)

**RECEIVING PARTY**

(Signature)