

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT made this ___ day of _____, ___ by and between the National Flood Determination Association (“NFDA”), a Colorado nonprofit corporation having its principal place of business at The Granite Building, Second Floor, 1228 15th Street, Denver, Colorado 80202, and certain appointed members of the certification committee (“Members”) involved with the NFDA certification program (“Certification Program”).

WHEREAS, the NFDA will, from time to time, be receiving certain confidential and proprietary information from companies seeking certification from the NFDA for the express purpose of reviewing said information and determining whether the Applicant Company meets the requirements for the Certification Program adopted by NFDA; and

WHEREAS, NFDA is willing to provide such confidential and proprietary information to Members for the limited purpose noted above and under the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. “Confidential Information” shall mean all information, documentation and devices, whether tangible or intangible, disclosed or made available by any Applicant Company to NFDA, including, but not limited to the Applicant Company’s financial statements, business recovery plans, business qualifications, training manuals and records, flood zone determination records, quality control programs and independent audit results. Confidential Information shall also mean any of the information described above concerning an Applicant Company which may be verbally disclosed to Members during participation on the NFDA certification committee.

2. Members acknowledge and agree that the Confidential Information submitted by an Applicant Company is proprietary to, and a valuable trade secret of, the Applicant Company and that the NFDA has agreed as part of the Certification Program to take steps to maintain such confidentiality and any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Applicant Company and NFDA.

3. In consideration of the disclosure of the Confidential Information to Members, Members agree to treat the Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

(a) to use the Confidential Information for the sole purpose of determining whether the Applicant Company meets the requirements of the Certification Program adopted by NFDA;

(b) not to copy, in whole or in part, the Confidential Information;

(c) not to disclose the Confidential Information to individuals or entities outside of the permitted purpose of the NFDA certification committee;

(d) to limit dissemination of the Confidential Information to only those Members who have a present need to know to perform the limited tasks set forth in (a) above and who become signatories to this Agreement prior to such dissemination; and

(e) to return the Confidential Information, including all copies, records and notes thereof, regardless of the form of media in which it was received, to NFDA, upon receipt of request therefore from NFDA or upon completion of the application process, whichever is sooner. NFDA shall be responsible for securing the return of the Confidential Information to the Applicant Company from all Members to whom such Confidential Information was disseminated pursuant to the terms hereof.

4. The restrictions and obligations of Paragraph 3 of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Members, their successors, heirs and assigns.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. All parties agree that all actions brought pursuant to this Agreement must be brought either in the United States District Court for the District of Colorado, located in Denver, Colorado or in the state court of the competent jurisdiction in the State of Colorado. The prevailing party in any action brought pursuant to this Agreement shall be entitled to receive attorney's fees and costs of bringing such action as part of its damages. All parties acknowledge that a breach of this Agreement could cause irreparable damages to NFDA and that NFDA shall be entitled to equitable relief including, but not limited to, specific performance and the granting of an appropriate injunction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

NFDA:

MEMBER:

By:

By:

Title:

Title:

Date:

Date: