

## ***CONFIDENTIALITY AGREEMENT***

This Confidentiality Agreement (this "Agreement") is made effective as of January 01, 2021, between Big Hugs for Little Hearts, of 2888 Salamander Creek Lane, North Charleston, South Carolina 29406, and the applicant/recipient of any resources from Big Hugs for Little Hearts.

Big Hugs for Little Hearts is engaged in supporting abused, abandoned and neglected children within our communities as a non-profit organization.

Information will be disclosed to Big Hugs for Little Hearts to determine whether Big Hugs for Little Hearts could assist the applicant with the current resources they have available.

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient.

Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to Big Hugs for Little Hearts, whether or not owned or developed by Big Hugs for Little Hearts, which is not generally known other than by Big Hugs for Little Hearts, and which Big Hugs for Little Hearts may obtain through any direct or indirect contact with Big Hugs for Little Hearts.

A. Confidential Information includes without limitation:

- Business records and plans
  - Financial statements
  - Customer lists and records
  - Personal Information
- And other proprietary information.

B. Confidential Information does not include:

- Matters of public knowledge that result from disclosure by Big Hugs for Little Hearts
- information rightfully received by Big Hugs for Little Hearts from a third party without a duty of confidentiality
- Information independently developed by Big Hugs for Little Hearts
- Information disclosed by operation of law
- information disclosed by Big Hugs for Little Hearts with the prior written consent of Big Hugs for Little Hearts

And any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** Big Hugs for Little Hearts understands and acknowledges that the Confidential Information has been developed or obtained by Big Hugs for Little Hearts by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Big Hugs for Little Hearts which provides Big Hugs for Little Hearts with a significant competitive advantage, and needs to

be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Big Hugs for Little Hearts agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Big Hugs for Little Hearts. In addition, Big Hugs for Little Hearts agrees that:

*No Copying/Modifying.* Big Hugs for Little Hearts will not copy or modify any Confidential Information without the prior written consent of Big Hugs for Little Hearts.

*Application to Employees.* Further, Big Hugs for Little Hearts shall not disclose any Confidential Information to any employees of Big Hugs for Little Hearts, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Big Hugs for Little Hearts.

*Unauthorized Disclosure of Information.* If it appears that Big Hugs for Little Hearts has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Big Hugs for Little Hearts shall be entitled to an injunction to restrain Big Hugs for Little Hearts from disclosing, in whole or in part, the Confidential Information. Big Hugs for Little Hearts shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**III. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**IV. NO WARRANTY.** Big Hugs for Little Hearts acknowledges and agrees that the Confidential Information is provided on an AS IS basis. BIG HUGS FOR LITTLE HEARTS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BIG HUGS FOR LITTLE HEARTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Big Hugs for Little Hearts does not represent or warrant that any product or business plans disclosed to Big Hugs for Little Hearts will be marketed or carried out as disclosed, or at all. Any actions taken by Big Hugs for Little Hearts in response to the disclosure of the Confidential Information shall be solely at the risk of Big Hugs for Little Hearts.

**V. LIMITED LICENSE TO USE.** Big Hugs for Little Hearts shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Big Hugs for Little Hearts acknowledges that, as between Big Hugs for Little Hearts and Big Hugs for Little Hearts, the Confidential Information and all related copyrights and other intellectual property

rights, are (and at all times will be) the property of Big Hugs for Little Hearts, even if suggestions, comments, and/or ideas made by Big Hugs for Little Hearts are incorporated into the Confidential Information or related materials during the period of this Agreement.

**VI. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of South Carolina. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Information Owner:  
Big Hugs for Little Hearts

Applicant:

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

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

Kristin A. Leest  
*Big Hugs for Little Hearts*  
CEO