

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this “**Agreement**”) is made effective as of _____/_____/_____ (the “**Effective Date**”), by and between GEO-SON CHILD CARE SERVICES, INC. (the “**Owner**”), of 3603 N. WARE RD., MCALLEN, TEXAS 78501, and _____ (the “**Recipient**”), of _____, TEXAS _____.

The Owner is GEO-SON CHILD CARE SERVICES, INC. is a Non-Profit 501(c) organization that sponsors child and adult day care centers who wish to participate in the Child and Adult Food Program of Texas (CACFP-CCC & ADC). The Recipient is any public or private nonprofit center, or any for-profit center (1) that is licensed or approved to provide nonresidential child care services to enrolled children, primarily of preschool age, including but not limited to day care centers; (2) Is licensed or approved by Federal, State or local authorities to provide nonresidential adult day care services to functionally impaired adults or persons 60 years of age or older in a group setting outside their homes or a group living arrangement on a less than 24-hour basis. Information in the form of, but not limited to, Spreadsheets unique to GEO-SON CHILD CARE SERVICES, INC. (FORM 1535, FORM 1530, AND FORM 1530-A) which will aid the center in completing the necessary requirements for the Child and Adult Food Program of Texas. The Owner has requested that the Recipient will protect the confidential material and the information which may be disclosed between 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 the Owner, whether or not owned or developed by the Owner, and which the Recipient may obtain through any direct contact with the Owner.

A. “Confidential Information” includes without limitation:

- business records
- trade secrets
- technical information
- products
- inventions
- product design information
- computer programs and listings
- source code and/or object code
- copyrights and other intellectual property and other proprietary information.

B. “Confidential Information” does not include:

- matters of public knowledge that result from the disclosure by the Owner;
 - information rightly received by the Recipient from a third party without a duty of confidentiality;
 - information independently developed by the Recipient;
 - information disclosed by operation of law;
 - information disclosed by the Recipient with the prior written consent of the Owner;
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort, and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

- A. No Disclosure.** The Recipient will hold Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without prior written consent of the Owner.
- B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without prior written consent of the Owner.
- C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
- D. Application of Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, 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 the 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 the Owner.

II. UNAUTHORIZED DISCLOSURE OF INFORMATION – INJUNCTION. If it appears that the Recipient had disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of the receipt of the request.

V. 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.

VI. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided as an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESSED 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 THE OWNER 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. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

VII. LIMITED LICENSE TO USE. The Recipient shall not acquire any intellectual property right under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. INDEMNITY. Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs, and expenses, including reasonable attorneys fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

IX. ATTORNEY FEES. In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

X. 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 Texas. This Agreement shall not be assignable by either party. 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 at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

IN WITNESS WHEREOF, this Non-disclosure Agreement by and between GEO-SON CHILD CARE SERVICES, INC. and

_____ has been executed and delivered in the manner prescribed by law as of the date first written above.

OWNER:

GEO-SON CHILD CARE SERVICES, INC.

By: _____ (print)
_____ (signed)
Member
GEO-SON CHILD CARE SERVICES, INC.

Address:

3603 N. WARE RD.,
MCALLEN, TEXAS 78501

RECIPIENT:

By: _____ (print)
_____ (signed)
Member

Address:

_____, TEXAS

NOTES

___ Make sure the non-disclosure statement is signed by both parties and becomes effective by the date specified in the Agreement.

___ Sign two copies of the Agreement so that each party will have a copy with original signatures.

___ Mark all pages of the Agreement and All copies as “Confidential” before releasing information to Recipient.