

~~ **ABW Financial Services, LLC dba Kreshmore Group** ~~
Mutual Confidentiality and Nondisclosure Agreement

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into & is effective _____ (the "Effective Date") by and between _____, having its principal place of business located at _____ ("the Company"), and ABW Financial Services, LLC dba Kreshmore Group, an Illinois LLC, having its principal place of business located at 14216 McCarthy Road, Lemont, Illinois, 60439 USA ("KRESHMORE"). The Company and KRESHMORE are sometimes referred to collectively as the "Parties".

The Parties plan to discuss certain business opportunities and transactions of mutual interest, including those business opportunities and transactions identified on Exhibit A. In connection with these discussions, the Parties may exchange certain proprietary, private, or otherwise sensitive trade or business information, and wish to agree on the terms under which such information will be exchanged.

For and in consideration of the mutual promises and covenants included in this Agreement and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Definition.** The term "**Confidential Information**" shall mean any trade or business information, including, but not limited to information about existing or potential products or services, costs or prices, customers or suppliers, business relationships or contacts, sales history or forecasts, trade secrets, marketing plans, financial projections or historical information, business methods or processes, technical data or know-how, analytical processes or data or any other information disclosed or otherwise made available in written form, electronically or orally at any time by either of the Parties (each a "Disclosing Party") to the other party (the "Recipient"), irrespective of whether the information has been specifically identified in writing or orally as confidential or as Confidential Information. Confidential Information shall specifically include any such information disclosed to either of the Parties by the other, or otherwise made available, either purposely or inadvertently, in connection with any transaction, proposal or other business activity or during any discussions between employees, agents or other representatives of the Parties. Further, the Confidential Information will include the fact that the Parties are having or have had discussions concerning the subject business opportunities and transactions. Confidential Information will not include information which, on the Effective Date of this Agreement or subsequently becomes generally available to the public through no wrongful act or omission of the Recipient; was known to either of the Parties about the other prior to the commencement of discussions or the effective date of this Agreement; was disclosed in good faith under no obligation of confidence by a third party who had the right to make such disclosure, or was approved for release by written authorization of the Disclosing Party.

2. **Non-Use; Nondisclosure of Confidential Information.** The Recipient shall not use the Confidential Information of the Disclosing Party for any purpose except to evaluate whether to become engaged in a mutual business opportunity or opportunities. The Recipient shall not reproduce, distribute, disclose or otherwise disseminate any Confidential Information of the Disclosing Party to any third party, other than Authorized Parties, without the written consent of the Disclosing Party and shall not take any action causing, or fail to take any reasonable action necessary to prevent any Confidential Information from such dissemination.

3. **Authorized Parties.** The Recipient shall limit the disclosure of the Confidential Information of the Disclosing Party to those of its officers, employees, agents, Affiliates or other representatives (the "Authorized Parties") who need access to the Confidential Information to enable the Recipient to evaluate the particular business opportunity. The Recipient further agrees that all such Authorized Parties will be informed of the confidential nature of the Confidential Information, will be bound by the obligations of the Recipient under this Agreement, and will be provided a copy of this Agreement by the Recipient. Notwithstanding the foregoing, Recipient shall not disclose any of the Confidential Information to any Affiliate of Recipient unless the Affiliate also executes an agreement to be bound by the terms of this Agreement in the same manner as the Recipient. The Recipient will be strictly liable for any breach of this Agreement by any Authorized Party. An "Affiliate" of a Recipient means an entity owned or controlled by the Recipient, an entity or person who owns or controls the Recipient, or an entity that is under the control of the same person or entity as controls the Recipient.

4. **Notice of Disclosures.** The Recipient may disclose Confidential Information if required by a judicial or government court or agency, provided that the Recipient shall give the Disclosing Party prompt and sufficient notice of such request or requirement so that the Disclosing Party may contest or seek confidential treatment of such Confidential Information. The Parties each agree to advise the other party in writing of any unauthorized disclosure of Confidential Information by any person of which either of the Parties may become aware.

5. **Ownership: Return of Confidential Information.** All Confidential Information shall remain the property of the Disclosing Party. Upon the termination of this Agreement or upon the earlier request of the Disclosing Party, the Recipient shall return to the Disclosing Party (or at the request of the Disclosing Party, shall destroy) any and all tangible items of Confidential Information, including any copies thereof, and shall promptly send to the Disclosing Party, written certification by a duly authorized representative that the Recipient has done so. A single copy of all Confidential Information may be retained by the Receiving Party's legal department for dispute resolution purposes only, provided, however, that such Confidential Information shall remain subject to the terms and conditions of this Confidentiality Agreement.

6. **Non-Circumvention.** The Company and all Authorized Parties agree that for a period of three (3) years from the date of this Agreement, they will not seek to arrange any business relationship or transactions relating to the business opportunities and transactions discussed, including those identified on Exhibit A, other than in connection with KRESHMORE. The Parties hereby represent, warrant and covenant that they will not directly or indirectly interfere with, seek to terminate, limit, circumvent or otherwise damage or alter in any respect the relationship, rights, duties and obligations of the Parties hereby created.

7. **No Representations or Warranties.** KRESHMORE makes no representations or warranties, express or implied, with respect to the Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information disclosed hereunder.

8. **Patent or Copyright or Infringement.** Nothing in this Agreement is intended to grant any rights under any trademark, patent, copyright or any other proprietary right of the Disclosing Party to the Recipient.

9. **Equitable Relief.** The Parties acknowledge and agree that monetary damages may be inadequate to remedy any breach of the obligations set forth in this Agreement, and that, in the event of any unauthorized disclosure or use of the Confidential Information of either party, the Disclosing Party may have the right to seek injunctive relief, without posting a bond, in addition to any other rights and remedies it may have at law or in equity.

10. **Waiver.** The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof.

11. **Survival.** All covenants and agreements made by either of the Parties to the other party hereunder, and the remedies of either of the Parties with respect thereto, shall survive the cessation of business opportunities (potential or actual) between the Parties.

12. **Governing Law.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Illinois, the state in which KRESHMORE is incorporated, without regard to Illinois conflicts law. The exclusive jurisdiction and venue for any proceeding for any dispute relating to this Agreement shall be the state courts of the State of Illinois, County of Cook.

13. **Successor and Assigns.** This Agreement shall inure to the benefit of the Parties and their permitted successors and assigns, provided that neither of the Parties may assign this Agreement or any right or obligation pursuant hereto, without the prior written consent of the other party.

14. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

15. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous understandings, negotiations, communications or agreements between the Parties, oral or written, relating to the subject matter hereof. This Agreement cannot be changed, waived, discharged, terminated, modified or amended except by written agreement, executed by each of the Parties.

16. **Termination.** In all events this Agreement shall terminate (if it has not been terminated previously) three (3) years after the date specified herein.

17. **No Obligation.** Nothing contained in this Agreement shall obligate either party to proceed with any further transaction or contractual arrangement.

18. **Headings.** The paragraph headings in this Agreement are for the convenience of reference only and shall not in any way affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement.

ABW Financial Services, LLC
dba Kreshmore Group

An Illinois LLC

A(n) _____ corporation / LLC / partnership / s.p.
(circle type)

By: _____
Signature

By: _____
signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____

Phone#: _____

Phone#: _____

EXHIBIT A

PROJECT/CLIENT: IT3C, MIDWEST MANAGED IT BUSINESS SOLUTIONS FIRM

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