



**Confidentiality and  
Non-Disclosure Agreement**

In consideration for the mutual covenants and agreements contained in this Confidentiality and Non-Disclosure Agreement, the Parties warrant and agree as follows:

The undersigned HME News (“recipient”) understands and agrees that the applicant company. (“the Company”) possesses proprietary information, data and expertise with respect to the operation of its business. The Recipient understands, proprietary information, data and expertise (collectively referred to herein as “Confidential Information”), whether of a technical, engineering, operational or economic nature relating to such business and regardless of whether supplied to or obtained by the Recipient (and if a corporation or other entity, its directors, officers, employees, agents and/or affiliates) orally or in writing, are considered and treated by the Company to be trade secrets and confidential and to constitute a valuable commercial asset.

The recipient understands and agrees that as a condition to receiving any of the Confidential Information the Recipient, on its behalf and, if a corporation or other entity, on behalf of its directors, officers, employees, agents and affiliates, covenants and agrees:

- 1) Not to make any use of the Confidential Information and not to use such Confidential Information in connection with any work performed by the Recipient for itself, for or on behalf of any other person, firm or corporation.
- 2) Not to disclose or reveal any Confidential Information to any third party for any reason, and not to reproduce or distribute Confidential Information in any form, tangible or otherwise without prior written consent of the Company, except sharing with the judges of the HME Excellence Awards in connection with their judging duties is permitted. The judges will also maintain confidentiality per this agreement.
- 3) To keep all Confidential Information strictly secret and confidential; and not to disclose it to anyone except a limited group of Recipient’s employees who are engaged in evaluating award applicants.
- 4) To promptly return upon request any Confidential Information then in tangible form and to destroy the financial information once the judging process is complete.

The Recipient shall not be bound to the foregoing obligations of confidentiality, non-disclosure and secrecy with respect to any confidential Information which:

- i. is or shall become part of the public domain by publication or otherwise through no fault of the recipient, or
- ii. is disclosed to the Recipient by a third party who is in lawful possession of the information and who has the right to make disclosure there of.
- iii. is subject to compulsory disclosure in any court proceeding or pending litigation.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*For: HME News:*

\_\_\_\_\_  
Sarah Flanagan  
Publisher

*Seen & Agreed:*

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_