



Sample Peer Group Confidentiality Agreement

In consideration for the interest expressed by each member of the Peer Group (hereinafter referred to as the “Group”) in exchanging information with each other for their mutual benefit, and that the Group will be furnishing to each other, and each other’s affiliates, agents, employees, attorneys, consultants, accountants and/or representatives (hereinafter referred to as “Affiliates”), certain information which is non-public, confidential and/or proprietary in nature. The information furnished to the Peer Group Member (hereinafter referred to as “Member”) and its affiliates by Group and the information furnished to Group by any Member, together with analyses, compilations, forecasts, studies, reports, financial statements, plans, specifications and/or other documents, except as expressly provided pursuant to Paragraph 7 of this Agreement, is hereinafter referred to as the “Information”. In consideration of each Member of the Group and the Group being furnished with Information, each Member of the Group and the Group warrant and agree as follows:

1. The Information exchanged shall be kept confidential and shall not, without the prior written consent of all Members, be disclosed by any Member or by any Member’s Affiliates, in any manner whatsoever, in whole or in part, and shall not be used by any member and/or its Affiliates, other than in connection with the lawfully established purposes of the Group. Moreover, each Member agrees to reveal the Information only to its Affiliates who need to know the Information for the lawfully established purposes of the Group, who are informed by that Member of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement.
2. The Information of each Member shall be kept confidential and shall not, without the prior written consent of that Member, be disclosed by the Group, or by the Group’s Affiliates, in any manner whatsoever, in whole or in part, and shall not be used by the Group and/or its Affiliates, other than in connection with the lawfully established purposes of the Group. Moreover, the Group agrees to reveal the Information only to its Affiliates, who need to know the Information for the lawfully established purposes of the Group, who shall be informed by the Group of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement.
3. Without the prior written consent of the Group, Members and/or their Affiliates shall not disclose to any person the fact that information has been made available to the Group and/or its Affiliates, that discussions or negotiations are taking place or have taken place concerning the lawfully established purposes of the Group and the Members of the Group or any of the terms, conditions or other facts with respect to the lawfully established purposes of the Group, including the status thereof.
4. All copies of the Information obtained from a Member of the Group and/or its Affiliates by the Group and/or its Affiliates shall be returned to the Member immediately upon the Member’s request.
5. All copies of the Information obtained from the Group and/or its Affiliates by the Member and/or its Affiliates shall be returned to the Group immediately upon the Group’s request.

6. The term "Information" shall not include such portions of the Information which (a) are or become generally available to the public other than result of a disclosure by either party hereto and/or their respective Affiliates, or (b) becomes available to either party on a non-confidential basis from a source other than the parties hereto or their respective Affiliates and which is not prohibited from being disclosed by legal contractual or fiduciary obligation arising between the parties.
7. In the event that the Group Affiliates and/or anyone to whom the Group transmits the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, the Group shall provide the Member with prompt notice so that the Member may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Member waives compliance with the provisions of this Agreement, the Group shall furnish only that portion of the Information, which is legally required.
8. Group members will make every attempt to attend all scheduled meetings of the group. In addition to company principals, key company employees will be permitted to attend meetings, at the discretion of the Group. Only company principals will be regular attendees at meeting, however, and each Group member will be limited to three persons per meeting.
9. The Members of the Group further agree that they shall not recruit or assist others in recruiting employees of other members of the Group with whom they come in contact through Group activities, while such employees are employed by another Group member.

ACCEPTED AND APPROVED:

DATED: _____

"COMPANY NAME"

By: _____

Its: _____

"COMPANY NAME"

By: _____

Its: _____