

Crawford Management Group

Confidential Disclosure Agreement:

This Agreement is entered into this ___ day of _____, 20___ by and between **Crawford Management Group** located at 431 S. 6th Street, Las Vegas, NV 89101 (hereinafter "CMG") and _____, located at _____ (hereinafter "Client").

WHEREAS the Recipient is willing to receive disclosure of Confidential Information pursuant to the terms of this Agreement for the purpose of _____;

NOW THEREFORE, in consideration for the mutual undertakings of the Client and CMG under this Agreement, the parties agree as follows:

1. Disclosure. Client agrees to disclose, and CMG agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. CMG agrees not to use the Confidential Information in any way except for the purpose set forth above.

2.2 No Disclosure. CMG agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than CMG's employees having a need for disclosure in connection with CMG's authorized use of the Confidential Information.

2.3 Protection of Secrecy. CMG agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the CMG shall have no obligation with respect to such information where the information:

(a) was known to CMG prior to receiving any of the Confidential Information from the Client;

(b) has become publicly known through no wrongful act of CMG;

(c) was received by CMG without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;

(d) was independently developed by CMG without use of the Confidential Information;
or

(e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. CMG agrees that all Confidential Information shall remain the property of Client, and that Client may use such Confidential Information for any purpose without obligation to CMG. Nothing contained herein shall be construed as granting or implying any transfer of rights to CMG in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. The Client hereby agrees to keep any and all Information pertaining to other clients of CMG confidential. CMG has the right to terminate the above stated services if the Client divulges another clients' confidential information to unnecessary individuals.

6. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to CMG is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Client, its successors, and assigns; and (b) CMG, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

CLIENT (_____) CMG (Crawford Management Group)

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____