



Lincoln Trail Dynamic Business Accelerator

Confidential Disclosure Agreement

(Company Name)

(referred to herein as the “Company:”) is a client, or is considering becoming a client of, the **Lincoln Trail Dynamic Business Accelerator**, a business accelerator in Radcliff, KY (referred to herein as the “Accelerator”). The Company has made its business plan, including information about its technology and proposed product(s) and/or service(s) (referred to herein as the “Company’s Information”) available to the Accelerator for review and assistance in connection with accessing technical advice, managerial advice and/ or financing resources for the Company. The Accelerator is disclosing the Company’s Information to:

(Company or Individual who is receiving information)

(referred to herein as the “Reviewer”) for review in connection with providing technical, financial or other assistance to the Company.

The Reviewer hereby agrees that the disclosure of Company’s Information will be received and held in confidence by the Reviewer. More specifically, the Reviewer agrees that he/she/it will no disclose, use, or authorize anyone under his/her/its control or direction to disclose to any third party, firm, or corporation, any proprietary information or technical data received from the Accelerator or the Company (and any of Company’s employees) about the Company’s products, services, technology and projects.

The commitments set forth above shall not extend to any portion of Company’s Information:

- a. which is known by the Reviewer or is information generally available to the public; or
- b. which the Reviewer can show, by admissible evidence, was not acquired, directly or indirectly and/or in any manner, from the Accelerator or the Company and which the Reviewer has had in his/her/its possession prior to the date hereof; and/or which, hereafter, through no act on the part of the Reviewer, becomes information generally available to the public; or
- c. which corresponds in substance to information furnished to the Reviewer on a nonconfidential basis by any third party having a bona fide right to do so; or
- d. which was developed by the Reviewer independently of the disclosure of Company’s Information by the Accelerator or Company.

The commitment as set forth in this agreement shall remain valid and binding for a period of five (5) years from the date this agreement is executed.

This agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, this agreement has been duly executed as of

_____ day of _____, 20__.

(Name of Company or Individual)

By: _____

Title: _____