



## **NON-DISCLOSURE AND PROPRIETARY AGREEMENT**

**This Agreement is entered into between \_\_\_\_\_,  
hereinafter referred**

**to as the "INVESTOR" and ERAW CAPITAL. Hereinafter referred to as "THE FIRM."**

**WHEREAS, the parties desire to enter into a relationship which may involve the  
disclosure by The Firm or its**

**agents to the Investor of privileged and/or proprietary information (hereinafter  
referred to as**

**"Confidential Information"), and,**

**WHEREAS, the use of such Confidential Information by, or its disclosure to, any  
person or organization other**

**than the parties hereto would be highly detrimental and damaging,**

**WHEREFORE, the parties agree as follows:**

- 1) That all information, data and materials disclosed or furnished to the Investor by The Firm shall be held in confidence by the Investor and be treated in the same manner that The Firm treats its own proprietary information. The Investor and his/her representative agree not to copy, duplicate, disclose or deliver all or any portion of the Confidential Information to any other party or permit any other party to inspect, copy or duplicate the same. The Investor and his/her representative further agree not to electronically forward or mail any of the confidential information to any other party or permit any other party to inspect, copy or electronically forward or mail the same.**
- 2) This Agreement shall not apply to Confidential Information, which was independently developed by the Investor, or has been or is made public by an act not attributable to the Investor, or which The Firm agrees in writing need not be kept confidential.**
- 3) The Investor acknowledges that no license or use other than on behalf of The Firm, express or implied, is granted under this Agreement or by the delivery of the Confidential Information.**
- 4) Upon termination of its relationship with The Firm, the Investor agrees that all documents, records, notebooks, website/internet generated documentation, or other repositories of, or containing, confidential Information, including copies thereof, shall either be returned or destroyed.**



- 5) This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns.
- 6) The obligation of the Investor to protect Confidential Information received during its relationship with The Firm shall survive the termination of that relationship.

IN WITNESS WHEREOF,  
the parties have caused this Agreement to be executed by their authorized representatives.

INVESTOR \_\_\_\_\_ ERAW CAPITAL  
PARTNERS-----

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Chairman and Managing Partner