

## **CONFIDENTIALITY AGREEMENT**

This Agreement is effective as of \_\_\_\_\_, \_\_\_\_\_, ("Month Day, Year") between BAL Financial, LLC (BALF) having a place of business at 610 West Lovers Lane, Arlington TX 76010 and \_\_\_\_\_ ("Company"). Doing business at \_\_\_\_\_

This Agreement sets forth the terms and conditions governing the confidentiality of information that BALF shall provide to Company.

### **ARTICLE 1. DEFINITION OF INFORMATION**

"Information" shall mean Information that is confidential and proprietary to BALF or its corporate affiliates that BALF provides to Company. Such Information may include, without limitation: (a) names, addresses, and demographic, behavioral, and credit information relating to BALF portfolios or potential BALF portfolios; (b) business strategies and objectives; and (c) business practices and procedures, whether disclosed to Company in written, electronic or verbal communication.

### **ARTICLE 2. CONFIDENTIALITY OBLIGATIONS**

- 2.1 Company shall use Information only as directed to by BALF and shall not accumulate Information in any way or make use of Information for any other purpose. Company shall ensure that only its employees, authorized agents, or subcontractors who need to know Information will receive such Information and that such persons agree to be bound by the provisions of this Article 2. Without BALF's prior written consent, Company shall not disclose Information to any unauthorized party. Company shall treat Information with at least the same degree of care that it treats its own confidential information and shall exercise reasonable precautions to prevent disclosure of Information to unauthorized parties. Company shall notify BALF immediately of any loss or unauthorized disclosure or use of Information that comes to Company's attention.
- 2.2 The obligations with respect to Information shall not apply to Information that: (a) Company already knew; (b) Company received from a third party that had the right to make such disclosure; (c) BALF specifically authorizes Company to disclose; (d) Company developed independently; (e) becomes part of the public domain through no fault of Company.
- 2.3 Company agrees that any unauthorized use or disclosure of Information may cause immediate and irreparable harm to BALF for which money damages may not constitute an adequate remedy. In that event, Company agrees that injunctive relief may be appropriate.
- 2.4 Upon BALF's demand, or upon termination of the business relationship between the parties, Company shall comply with BALF's instructions regarding the disposition of Information in Company's possession or control.
- 1.5 Unless necessary for its performance hereunder, Company shall not use BALF's name or the name of a BALF's affiliate in any sales publication or advertisement to make any public statement relating to BALF or its affiliates without obtaining BALF's prior written consent.
- 1.6 BALF agrees to keep Company and its officers, directors, employees, business dealings and or transactions, affiliates or agents confidential and not to disclose any information about Company to anyone other than an authorized employee of BALF.

### **ARTICLE 3. BREACH OF CONFIDENTIALITY**

If BALF reasonably believes that there has been a breach of confidentiality regarding Information, BALF shall have the right to visit the business premises of Company to monitor and ensure compliance with this Agreement.

### **ARTICLE 4. FUTURE AGREEMENTS**

Nothing contained in this Agreement shall require either party to enter into a future agreement with the other party or shall preclude either party from entering into any other agreements.

### **ARTICLE 5. INDEMNIFICATION**

Company shall indemnify and hold harmless BALF, its corporate affiliates, and its officers, directors, employees, and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys and experts fees) resulting from Company's breach of this Agreement; provided, however, that (a) BALF notifies Company promptly of any such claim, and (b) such claim is not attributable to any negligent act or omission by BALF, its corporate affiliates, or any of its officers, directors, employees, or agents.

Company shall afford BALF the opportunity to defend or participate in the defense of such claim. Company shall make no settlement of an indemnified claim specifically naming or directly affecting BALF without BALF's prior written approval.

BALF shall indemnify and hold harmless Company, its corporate affiliates, and its officers, directors, employees, and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys and experts fees) resulting from Company's breach of this Agreement; provided, however, that (a) Company notifies BALF promptly of any such claim, and (b) such claim is not attributable to any negligent act or omission by Company, its corporate affiliates, or any of its officers, directors, employees, or agents.

BALF shall afford Company the opportunity to defend or participate in the defense of such claim. Company shall make no settlement of an indemnified claim specifically naming or directly affecting BALF without Company's prior written approval

### **ARTICLE 6. JURISDICTION AND WAIVER OF JURY TRIAL**

This Agreement and the respective rights and obligations of the parties shall be governed by the laws of the State of Texas. COMPANY AND BALF HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT.

### **ARTICLE 7. SURVIVAL OF OBLIGATIONS**

The obligation contained in this Agreement shall survive the expiration or termination of any business relationship between the parties.

### **ARTICLE 8. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT**

8.1 This Agreement shall constitute the entire Agreement between BALF and Company with respect to Information and supersede all prior agreements with respect thereto.

- 8.2 This Agreement is and shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and permitted assigns and may not be changed or modified except in a writing signed by both parties.
- 8.3 This Agreement and the obligations hereunder may not be assigned by either party except upon written consent of the other party.

**ARTICLE 9. WAIVER; SEVERABILITY**

- 9.1 A failure or delay of either party to enforce any of the provisions hereof may in no way be construed to be a waiver of such provision of this Agreement.
- 9.2 Any provision of this Agreement that is invalid, illegal, or unenforceable for any reason shall be ineffective only to the extent of such invalidity, or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this Agreement invalid, illegal, or unenforceable.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first written above.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ Ext. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: