



**FloraLink**

1109 West 100 South Provo, UT 84601  
Phone:(801) 462-2882 Fax:(801) 462-2888  
Email: office@floralink.com

**FLORALINK NON-DISCLOSURE, NON-COMPETITION AND NON-CIRCUMVENTION AGREEMENT**

**THIS AGREEMENT** is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **FloraLink LLC**, a Utah Limited Liability Company (hereinafter, “FloraLink”), and \_\_\_\_\_, a \_\_\_\_\_ (hereafter, “RECIPIENT”).

**WHEREAS**, FloraLink controls and has in its possession valuable proprietary, confidential information, as defined below; and

**WHEREAS**, the Parties intend to evaluate the potential for entering into a business venture with each other relating to various services to be provided to FloraLink by RECIPIENT (the “Project”), and it is necessary that FloraLink disclose to RECIPIENT certain proprietary, confidential information; and

**WHEREAS**, FloraLink is willing to disclose such information, and RECIPIENT is willing to receive such information, and for a period of the later of two (2) years following receipt or the termination of any agreement relating to the Project into which the Parties may enter, will restrict its disclosure and use pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, the Parties hereby agree as follows:

1. “Confidential Information” shall mean:
  - a. Customer and Supplier lists of FloraLink;
  - b. Buying, pricing, distribution and marketing practices of FloraLink; and
  - c. Any other information provided by FloraLink to RECIPIENT, which if used by RECIPIENT for its own account or disclosed to a third party would act to the competitive disadvantage of FloraLink.
2. Except as provided for in Sections 4 and 5 hereof, such Confidential Information will be used by RECIPIENT solely for the purpose of evaluation or due diligence in connection with the Project, and in the event the parties reach a subsequent agreement for implementation of the Project, during the course of the Project itself. All such Confidential Information given to RECIPIENT by FloraLink shall be held in confidence by RECIPIENT or its employees, agents, representatives or affiliates, and shall not be disclosed to any other person or used except for the purposes set forth above, without the prior written approval of FloraLink.
3. FloraLink shall not be required to mark any information provided to RECIPIENT with a legend (such as “Confidential Information”) so as to maintain its confidential status. Rather, RECIPIENT shall assume, unless otherwise advised, that all information provided by FloraLink is in fact Confidential Information.



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4. This Agreement shall not apply to information in the form provided by FloraLink which:
  - a. was in the public domain or generally available to the public prior to receipt thereof by RECIPIENT from FloraLink, or which subsequently becomes part of the public domain or generally available to the public in the form provided by FloraLink except by wrongful act or omission of RECIPIENT or an employee or agent of RECIPIENT; or
  - b. is ordered to be disclosed by an order of a Court or governmental administrative agency, or legally compelled to disclose the Confidential Information (by means of interrogatory, deposition, subpoena, civil investigative demand, or similar process), provided, however, that FloraLink is immediately notified by RECIPIENT of such order or demand for disclosure of the Confidential Information and FloraLink is given adequate opportunity to contest or to object to such order or to seek an appropriate protective order.
5. Confidential Information may be disclosed by RECIPIENT to those of its employees, agents, consultants, representatives or affiliates who require knowledge thereof in connection with their duties in performing consulting services for the RECIPIENT and who are obligated to hold such Confidential Information in confidence and restrict its use consistent with RECIPIENT's obligations under this Agreement. RECIPIENT shall require that its employees, agents, consultants, representatives and affiliates comply with the confidentiality obligations of this Agreement, and in any case RECIPIENT shall be responsible for any disclosure of Confidential Information by any of their officers, directors, employees, agents, consultants, representatives or affiliates in violation of this Confidentiality Agreement.
6. Upon written request of FloraLink or termination of this Agreement, RECIPIENT shall promptly return all Confidential Information and any other information received by RECIPIENT from FloraLink, including notes of conversations and the like or, at the request of FloraLink, RECIPIENT shall destroy all such information.
7. RECIPIENT will not attempt to secure for itself or for any other person or entity FloraLink' customers or suppliers in order to compete with FloraLink in North or South America in the business in which FloraLink is currently engaged. If a court of competent jurisdiction determines that the scope of restriction contained herein is too broad in terms of geography, time or activity, it shall be reduced to its maximum legal scope.
8. RECIPIENT will not attempt to circumvent this Agreement by doing indirectly that which this Agreement restricts RECIPIENT from doing directly.
9. RECIPIENT acknowledges that monetary damages may not be an adequate remedy for any breach by RECIPIENT of this Agreement, and that FloraLink shall have the right to an injunction issued by a court of applicable jurisdiction for specific performance to prevent RECIPIENT from any further violations of this Agreement.
10. This Agreement shall be governed by the laws of the State of Utah and jurisdiction with respect to all disputes shall be in the State of Utah. The prevailing party in any litigation arising out of this or any other agreement between the parties shall be awarded its costs and attorney fees.



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11. This Agreement contains the full and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. This Agreement may not be modified in any manner except by written amendment executed by both Parties. The covenants herein shall survive this agreement and shall be binding upon the parties in the event an agreement is entered into for the implementation of the Project.
12. No Party hereto shall have any obligation to commence or continue discussions or negotiations, to provide or receive any Confidential Information, to reach or execute any agreement with one another relating to the Project or any other matter, or to refrain from entering into or continuing any discussions, negotiations, and/or agreements at any time with any third party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized officers in duplicate counterparts, each of which shall be considered an original.

**FloraLink LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ "RECIPIENT"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_