



FEI Arizona Chapter | 70 S. Val Vista Dr, # A3-602 Gilbert, AZ 85296 | admin@feiaz.org

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into on _____, 2022 on the one hand, by and between the Financial Executives International, Inc. through its Arizona Chapter and its representatives (including, without limitation, its judges, administrators and committees), (each a "Recipient" and collectively the "Recipients") and, on the other, by

(the "Company") (Company and its employees, representatives and affiliates, the "Disclosing Parties" and together with the Recipients, the "Parties").

WHEREAS the Recipients are judging and operating the Financial Executives International 2022 CFO of the Year Competition (the "Competition") and whereas _____ of the Company has been nominated for the Competition;

WHEREAS the Competition requires the Company to provide Company financial information for the past three years (the "Financial Documents");

WHEREAS the Parties agree that the term "Confidential Information" includes the Financial Documents and any and all information within, related to or concerning the Financial Documents (including copies thereof), whether in written, oral, electronic or any other form, provided by the Disclosing Parties to the Recipients; and

WHEREAS the Parties agree that the Disclosing Parties are disclosing the Confidential Information to the Recipients solely to allow the Recipients to review the Confidential Information as part of judging and operating the Competition (their "Role").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Non-Disclosure. Recipients agree not to use Confidential Information for any purpose other than to fulfill their Role. Recipients further agree not to disclose Confidential Information, or any information, ideas or other thoughts relating to the Confidential Information to any third party except for individuals, each of whom shall be approved by the Receiving Party, involved in the Competition, have a "need to know" such information for purposes of the Competition only, and have been advised that they are required to keep such information confidential in accordance with the terms of this Agreement (the "Approved Individuals"). Recipients recognize and acknowledge the value of Confidential Information and that a breach of this Agreement and/or any disclosure of Confidential Information shall constitute immediate and irreparable damage to the Disclosing Parties which cannot be fully and adequately compensated solely in money damages, which may be difficult to ascertain, and which shall require preliminary and other injunctive relief and any other appropriate equitable relief in addition to any legal damages which may be awarded. Recipients further agree that they shall be responsible for any breach of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

Disclosing Parties:

By_____

Name: _____

Title: _____

Recipient:

By_____

Name: Adam B. Remis, CPA, CISA, MSIM

Title: Co-Chair, CFO of the Year Committee,
Financial Executives International – Arizona
Chapter