

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

ATRIA MANAGEMENT COMPANY, LLC (“Atria”), with a mailing address of 300 East Market Street, Suite 100, Louisville, KY 40202, and _____ (“Vendor”), with a mailing address of _____ hereby enter this Confidentiality and Non-Disclosure Agreement (the “Agreement”) as of this ____ day of ____ Month, ____ Year (the “Effective Date”). Vendor is a supplier or potential supplier of goods and/or services to Atria. In that context, it may be necessary for each Party (as a “Disclosing Party”) to provide certain Confidential Information (as defined below) to the other Party (as a “Receiving Party”) concerning the Disclosing Party’s business and this Agreement is entered in order to facilitate the disclosure of such Confidential Information. Atria and Vendor shall be referred to herein collectively as the Parties.

1. **DURATION OF CONFIDENTIALITY OBLIGATIONS.** Receiving Party’s confidentiality and non-disclosure obligations stated herein are effective as of the Effective Date, and shall terminate five (5) years therefrom (the Agreement’s “Term”), unless extended by written agreement of the Parties.

2. **CONFIDENTIAL INFORMATION; DEFINED.** As used herein, "Confidential Information" shall mean all information (whether or not specifically labeled or identified as confidential), in any form or medium, that is disclosed to or learned by Receiving Party that in any way relates to Disclosing Party’s business, business methodologies, products, services, research or development, or its suppliers, distributors, or customers. Without limiting the scope of information which may be confidential pursuant to this Section 2, Disclosing Party’s Confidential Information shall include:
 - a. Internal business information (including, without limitation, information relating to strategic and staffing plans and practices; business strategies; margins; spend rates; discounting, marketing, promotional and sales plans, practices and programs; training practices and programs; cost, rate, and pricing structures; accounting and business methods; and product research and development);
 - b. The identity of, individual requirements of, specific contractual arrangements with, and information about, Disclosing Party’s residents, suppliers, and distributors, and their confidential information, suppliers, distributors and customers;
 - c. Compilations of data (including, without limitation, the form or format of information that may comprise or include information otherwise not deemed confidential as provided in the following paragraph) and analyses, processes, methods, techniques, systems, formulae, research, records, reports, manuals, documentation, models, data, and databases relating thereto;
 - d. Computer architecture and software (including, without limitation, operating systems, application software, interfaces, utilities, modifications, macros and their overall organization and interaction), program listings, documentation, data, and databases; and
 - e. Trade secrets (as defined under governing law), ideas, inventions, designs, developments, devices, methods, processes, and systems (whether or not patentable or copyrightable and whether or not reduced to practice or fixed in a tangible medium).

3. **CONFIDENTIALITY OBLIGATIONS.** Receiving Party will protect, maintain, and keep in strict confidence and not disclose to any third-party any of Disclosing Party’s Confidential Information for any purpose whatsoever without Disclosing Party’s prior written authorization. Without limiting the foregoing, Receiving Party shall protect any and all Confidential Information provided to it by Disclosing Party by applying at least the same degree of care (but not less than a commercially reasonable standard of care) to prevent the unauthorized use, dissemination, or

publication of such Confidential Information as Receiving Party uses to protect its own Confidential Information.

4. **EXEMPTIONS.** The confidentiality and non-disclosure obligations stated herein shall not apply to any information:
 - a. Which is demonstrated by Disclosing Party by clear and convincing documentary evidence to have been already known to it at or prior to the time of disclosure;
 - b. Which is obtained by Disclosing Party from a third-party having the unrestricted legal right to disclose the same;
 - c. Which is demonstrated by Disclosing Party to have been in the public domain at or prior to disclosure, except as a result of the breach of this Agreement, and the same can be proven by clear and convincing documentary evidence;
 - d. The disclosure of which has been specifically authorized by Disclosing Party in writing in advance; or,
 - e. Which is required to be disclosed pursuant to law or process of law (and then only after Receiving Party has given prompt written notice of the legal compulsion to Disclosing Party and extended Disclosing Party all reasonable cooperation in any attempt Disclosing Party may make to protect against or limit the scope of disclosure).
5. **TERMINATION OF RIGHTS TO POSSESS CONFIDENTIAL INFORMATION.** Immediately upon Disclosing Party's request, Receiving Party's right to possess Disclosing Party's Confidential Information shall terminate and Receiving Party shall deliver to Disclosing Party all such materials and all copies of any portion thereof. Receiving Party shall, upon completion of such delivery and at Disclosing Party's request, certify in writing to Disclosing Party that Receiving Party has fulfilled its obligations under this Section 5.
6. **REMEDIES IN THE EVENT OF BREACH.** Receiving Party understands and agrees that the breach of any of the terms of this Agreement would cause Disclosing Party irreparable competitive harm and seriously endanger the confidential and proprietary nature of Disclosing Party's internal business information, which could not be adequately compensated in monetary damages. Accordingly, Receiving Party agrees that, should it or any of its employees or agents breach, or threaten to breach, any of the terms of this Agreement, Disclosing Party, in addition to all other remedies available to it at law or equity, will have the absolute right to seek and obtain injunctive relief against the continued breach or threatened breach of such terms.
7. **TRADEMARKS AND LOGOS.** Neither Party shall have any right or license to use any of the other Party's trademarks and/or logos in any form and for any purpose without prior written consent granted in each instance.
8. **ADDITIONAL TERMS.**
 - a. **Ownership of Confidential Information.** Confidential Information disclosed under this Agreement will at all times remain the property of Disclosing Party. No license under any trade secrets, copyrights, or other rights, title, or interest is granted by this Agreement or by any disclosure of Confidential Information under this Agreement.
 - b. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, both Parties and their respective corporate affiliates, successors, and assigns.

- c. **Governing Law; Forum Selection.** This Agreement is made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the Commonwealth of Kentucky, without reference to Kentucky’s conflicts of laws principles. THE EXCLUSIVE JURISDICTION, FORUM AND VENUE FOR ANY AND ALL DISPUTES ARISING IN ANY WAY FROM THIS AGREEMENT SHALL BE FILED AND LITIGATED IN THE APPROPRIATE FEDERAL OR STATE COURTS (AND ALL APPELLATE COURTS THEREFROM) SITTING AND HAVING JURISDICTION IN LOUISVILLE, JEFFERSON COUNTY, KENTUCKY. EACH PARTY SPECIFICALLY WAIVES ANY AND ALL DEFENSES IT MAY HAVE TO THE ADJUDICATION OF ANY SUCH CLAIMS IN THE ABOVE-REFERENCED COURTS.

- d. **No Waiver.** No course of dealing between or among the Parties hereto or any delay or failure on the part of any Party in exercising any rights hereunder or at law or in equity shall operate as a waiver of any rights of such Party, except to the extent expressly waived in writing by such Party.

- e. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

- f. **Notices.** Notices permitted or required hereunder shall be in writing and shall be deemed given when delivered in person or deposited in United States mail, first class, registered or certified, return receipt requested, proper postage prepaid, addressed to the Parties as stated in the preamble above.

- g. **Entire Agreement; Modifications.** This Agreement constitutes the Parties' entire agreement as to the matters set forth herein and supersedes any prior representations or agreements with regard thereto. This Agreement may be modified or amended only by written instrument signed by a duly authorized representative of both Parties.

The Parties confirm and acknowledge their approval and acceptance of this Agreement as of the Effective Date:

ATRIA MANAGEMENT COMPANY, LLC (“Atria”)

By: David Dalrymple
 Its: Vice President, Capital Projects & Purchasing

(“Vendor”)

By (Print Name): _____

Its: _____