**Hoffman Corporation**
**Supplier Non-Disclosure Agreement**

| Project: | **Project(s) expressly identified in writing by Hoffman to include Confidential Information** |
|---|---|
| Job Number: | |

| Supplier: | |
|---|---|
| Mailing Address: | |
| City, State, Zip: | |

**1. Purpose.** Supplier desires to submit a bid or proposal or otherwise explore a business relationship with Hoffman Corporation or its subsidiaries ("Hoffman") on the Project. In doing so, certain confidential or proprietary information ("Confidential Information") may be disclosed to Supplier.

**2. Definition of "Confidential Information".** For purposes of this Agreement, Confidential Information includes, without limitation, all contracts, subcontracts, correspondence, data, diagrams, specifications, drawings, submittals, photos and the like.

**3. Obligations.** Supplier agrees to use the Confidential Information only for the purpose of exploring the business relationship and performing their work on the Project. Supplier agrees not to use the Confidential Information for any other purpose (commercial or otherwise). Supplier shall take all reasonable and prudent precautions to protect the Confidential Information from disclosure. Such reasonable and prudent precautions may include but are not limited to: restricting access to the Confidential Information to those employees with a need for access, executing non-disclosure agreements at least as restrictive as this Agreement with suppliers or other contractors, and strictly limiting any duplication of the Confidential Information. Supplier shall retain copies of any such lower tier agreements and make available to Hoffman upon request.

**4. Termination.** This Agreement may be terminated by Supplier upon 30 days' written notice to Hoffman. Upon termination, all Confidential Information, including any copies, will be destroyed or returned as specified by Hoffman. If no preference is specified, Supplier shall destroy all Confidential Information, including copies, upon termination.

**5. Assignment.** This Agreement shall be binding upon Supplier, its successors, and assigns, provided that Confidential Information may not be assigned without the prior written consent of Hoffman. Failure to enforce any provision of the Agreement shall not constitute a waiver of any term hereof.

**6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles.

**7. Integration.** This Agreement constitutes the complete understanding of Supplier with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings with respect to the subject matter of this Agreement. This Agreement may not be amended except in a writing accepted and agreed to by Hoffman.

**8. Available Remedies.** Supplier agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect Hoffman and the Project. Supplier expressly agrees that monetary damages may be inadequate to compensate Hoffman and the Project for any breach of the covenants and agreements set forth in this Agreement. Accordingly, Supplier agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Hoffman and that, in addition to any other remedies that may be available, in law, equity or otherwise, Hoffman shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Supplier, without the necessity of proving actual damages.

This Agreement is executed by Supplier's authorized representative and is written to be effective as of the date indicated below *(Signer affirms authority to sign for the entity represented)*:

| Signed: | |
|---|---|
| Printed Name: | |
| Title: | |
| Date: | |
| Email: | |
| Telephone: | |