



**NON COMPETE AND NON DISCLOSURE AGREEMENT**

Turner Syndrome Foundation (“TSF”), would like to enter into open discussions with \_\_\_\_\_ (“Recipient”) regarding certain business related matters. Prior to commencing such discussions or sharing any information with any outside party, TSF corporate policy requires that the Recipient agrees in writing to keep confidential all information concerning or relating to TSF as specified below. Therefore, as inducement for TSF to enter into open discussions with or share information with the Recipient, the Recipient hereby agrees (on behalf of himself or herself and any representatives and employees) as follows:

1. The Recipient agrees that all information obtained from TSF, including without limitation, ideas, materials, data, records, images, presentation, etc. and any information relating to developments, business practices, clients, works in progress, business, trade secrets, records, data, computer programs, software, drawings, schematics, know-how, notes, models, reports, samples or any other matter relating to the creation or technological design or applications or business of TSF, whether tangible or intangible, together with any material prepared by the Recipient which contains or otherwise relates to such information (“Information”) shall be deemed confidential, and shall not, without the prior written consent of TSF, be disclosed to any unauthorized person, firm or entity, or copied, photographed or reproduced in any manner whatsoever, in whole or in part. The Recipient further agrees not to use the information for the benefit of any other person, firm or entity in any manner whatsoever.
2. The Recipient agrees to reveal the information obtained from TSF only to the Recipient’s representatives and employees who need to know such information for the express purpose of evaluating a possible transaction or carrying out an agreed upon activity between the Recipient and TSF. Such representatives and employees shall be informed by the Recipient of the confidential nature of such information and shall agree to be bound by the terms and conditions of this Agreement.
3. Upon TSF’s request, the Recipient agrees to return all information and any and all material connected with or related thereto, without retaining any copy thereof.
4. The Recipient acknowledges that such Information has been and will continue to be of critical importance to the business of TSF and that disclosure of any Information made by the Recipient, its agents, officers, directors, shareholders, affiliates and/or employees to or its use by others could cause substantial loss to TSF.
5. Based on the foregoing, the Recipient agrees that all documents and materials prepared by the Recipient, the Recipient’s representative or employees, or any services to be performed by the Recipient for TSF will be kept confidential and is the property of TSF and subject to the terms of this Agreement, or such documents and materials will be destroyed.
6. The Recipient further acknowledges that in the event any actions taken by it are in competition to the business of TSF, such actions would be a violation of and contravene the spirit of this Agreement, and as a result, TSF could be subject to the loss of valuable business relationships, whether presently existing or in the future may exist and which have been cultivated by TSF and others on behalf of TSF. The Recipient further acknowledges that as a result of the loss of any of the foregoing, the loss cannot be adequately compensated by damages in an action at law and, if used in competition with TSF, could cause substantial and irreparable harm to TSF. Accordingly, the Recipient agrees that from the date of this Agreement and for a period of two years following the termination date of this Agreement or the last day the Recipient has interacted with TSF, whichever is later, it will not, directly or indirectly (i.e. through another form of business entity of any kind, including but not limited to (i) any independent contractor or consultant, (ii) any parent, subsidiary or affiliate of the Recipient’s business entity, or (iii) any third party retained by the Recipient or related business entity), compete with TSF, whether or not its actions involve the any Information, except as may be authorized by TSF in writing.
7. Without TSF’s prior written consent, the Recipient will not issue nor authorize the dissemination of any publicity or news story relating to (i) the Information; (ii) any agreement with TSF; and (iii) any services by the Recipient for TSF. The Recipient shall not confirm or deny any information of any kind in any way relating to TSF or TSF’s business.
8. As the violation by the Recipient of any of the provisions of this Agreement may cause irreparable injury to TSF, and there is no adequate remedy at law for such violation, TSF shall also have the right, in addition to any other remedies available at law or equity, to enjoin the Recipient in a court of equity from violating such provisions. Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting TSF from pursuing any other remedies available to it for a breach or threatened breach of this Agreement or limit the damages available to TSF in the event of a breach of any paragraphs of this Agreement. Moreover, the Recipient acknowledges and agrees that in the event of a breach of this Agreement, it shall reimburse TSF all reasonable attorneys fees and costs incurred by TSF in enforcing its rights under this Agreement.

AGREED TO AND ACCEPTED BY:

Printed Name: \_\_\_\_\_ Company: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tele#: \_\_\_\_\_ Fax# : \_\_\_\_\_ Email: \_\_\_\_\_

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

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