

## Confidentiality Agreement

Each Study Group member hereby agrees that at all times during their participation in the Study Group thereafter, to hold in the strictest confidence, and not to disclose confidential information as defined herein to anyone who is not also a current member of the study group, without written unanimous agreement of, memorialized in writing, for the other Study Group members. "Confidential information" shall mean any intellectual property, trade secrets or the study group's private information, including, but not limited to, organizational techniques, processes, formulas, shared documents, outlines, notes from discussions, either written or memorized; research projects, operating methods, information the study group receives in confidence from any other party, or any other secret or confidential matters of the study group. Members shall not sell any confidential information for his/her their own benefit or to the detriment of the study group at any point in the future, notwithstanding the dissolution of the study group, or the resignation of any study group member. The member states and certifies that the member's work with the Study Group does not and will not breach any agreement, which that the member has to made anyone concerning confidential information belonging to others.

The penalty for breach in of the foregoing this agreement shall be the sum of \$5000. The penalty shall be to be rendered in cash, checks, or ACH transfers wherein the penalty sum is distributed equally among non-breaching members.

In the event of breach and the placement of this confidentiality agreement in the hands of an attorney for adjudication and collection, the breaching party, if found culpable, agrees to shall pay all collection costs and expenses, including attorneys' fee equal to fifteen 15 per cent of the amount then due hereunder.

Any disputes regarding this agreement shall be The validity and construction of this confidentiality agreement and all matters pertaining hereto are to be determined on in accordance with the Missouri laws of the State of Missouri. and Any claims or disputes concerning this Note shall be adjudicated in St. Louis County, Missouri.

In witness whereof, Members by its appropriate agents thereunto duly authorized, has executed this confidentiality agreement on this September 14, 2014.

**Comment [KU1]:** Why is this capitalized? Not that this is the worst problem with this thing by any means, but overcapitalization is SO annoying. If you were one of the Founders I'd let it go, but I'm guessing you're not.

**Comment [KU2]:** What if one of the study group members dies and no written consent can be obtained? Shall the information then remain confidential for all time? And at what cost to society? But maybe you've all provided for this in your wills.

**Comment [KU3]:** Seriously? Your study group has trade secrets? No it doesn't.

**Comment [KU4]:** Formulas. Is there a chemistry test coming up?

**Comment [KU5]:** What, pray tell, are "memorized notes"? Are those like "memories"? Or is this meant to refer to the discussions, which also makes no sense?

**Comment [KU6]:** You seem to have defined "confidential information" to mean "information that is confidential," which isn't very helpful. Presumably, if something does get shared, and it will, that person will argue that they didn't think it was confidential, and I don't see how this would help in that situation. Since the whole point here is to protect "confidential information," failure to define that term adequately kind of makes this ... pointless.

**Comment [KU7]:** But they can give it away? Or sell it for someone else's benefit?

**Comment [KU8]:** Is written resignation required, or would it be sufficient to, for example, simply flip you off and walk out? My guess is that the latter has proven sufficient, but you might want to be clearer.

**Comment [KU9]:** Wow, both? That's probably super-binding. What does "certification" mean, and if it means something then why isn't anything else "certified"?

**Comment [KU10]:** Has anyone else actually done this? If so, please send a copy of that too.

**Comment [KU11]:** What, you don't take PayPal? Why do you care how it gets paid? It's a trick question. You don't. Also, money gets "paid," not "rendered." Did you mean "tendered"? No, don't answer that. Nobody cares what you meant.

**Comment [KU12]:** It's actually not necessary to physically put the document in the attorney's hands. But maybe you haven't had Civ Pro yet.

**Comment [KU13]:** Also, attorneys don't adjudicate things, unless they're judges.

**Comment [KU14]:** Stop using words like this.

**Comment [KU15]:** Aha! Apparently you aren't good at cutting and pasting, either. FYI, whoever wrote the "Note" also sucks.

**Comment [KU16]:** Renowned as a county where justice always prevails.

**Comment [KU17]:** Congratulations: this paragraph is unnecessary, meaningless, and ungrammatical. Trifecta!