

APPALACHIAN ELECTRIC COOPERATIVE

NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL INFORMATION

This Nondisclosure Agreement is entered into this _____ day of _____ by and between Appalachian Electric Cooperative, 1109 Hill Drive, New Market, Tennessee (hereinafter called "AEC"), and between _____ (hereinafter called "Recipient"). For purposes of this agreement, "Confidential Information" shall mean any information that is owned or controlled by AEC and not generally available to the public, including but not limited to customer data (first name, last name, address, account number, phone number, billing data, use data, location data), performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. Recipient will utilize the confidential information, for its own purposes and agrees not to disseminate or disclose said confidential information for the purpose other than to use as reference. Recipient will take necessary and reasonable steps to prevent said confidential information from being disclosed to unauthorized persons.

CONDITIONS CONSIDERED:

AEC and Recipient agree as follows:

1. AEC agrees that Recipient may use the confidential information for the purposes described herein. In consideration for the provision of said confidential information, Recipient agrees and hereby certifies that said confidential information and any products generated from their use will be used solely by Recipient and its employees. Recipient further agrees that no other purpose or use of the said confidential information shall be permitted unless said use or purpose is authorized in writing by AEC.
2. Recipient hereby agrees that it will not disseminate, sell, disclose, or otherwise transfer the said confidential information, nor will it disclose, disseminate, sell or otherwise transfer any by-product, unless authorized in writing by AEC. Recipient shall be allowed to disclose the information to its employees as necessary to accomplish the purposes and uses granted herein.
3. Recipient understands and agrees that AEC makes no representation and extends no warranty to it or to anyone else as to the accuracy or completeness of the information contained in the said confidential information, but rather provides said confidential information in an "as is" condition. Recipient agrees and does hereby waive any and all claims under any theory of law or damages or injuries against AEC that may arise from the furnishing by AEC of said confidential information to Recipient.
4. Nothing contained herein shall be considered as granting or implying any right or license to recipient pertaining to the confidential information under any copyrights or other intellectual property right associated therewith, other than as expressly provided herein.

5. Where the Recipient becomes aware of any unauthorized use, copying, loss or disclosure of the confidential information, the Recipient shall notify AEC and provide all reasonable assistance to stop and, where possible, to remedy further unauthorized use, copying, loss and/or disclosure.

6. Upon AEC's request, or at the completion of a contract or the purpose of the dissemination of the confidential information, Recipient shall promptly (within 30 days) return all original materials provided by AEC and delete all confidential information and any by-product derived from the use of confidential information. Written permission must be obtained from AEC to deviate from this condition, which may be revoked at any time, whereupon the Recipient is obligated to fulfill the terms of this condition.

PURPOSE OF CONFIDENTIAL INFORMATION DISTRIBUTION

The purpose of the dissemination of the confidential information from AEC to Recipient is:

Consent to the above terms as indicated by signature below.

AGREED TO ON BEHALF OF:

Appalachian Electric Cooperative
1109 Hill Drive
New Market, TN 37920

Recipient:

Address: _____

By: _____

(Authorized Signature)

Name: _____

Title: _____

Date: _____

By: _____

(Authorized Signature)

Name: _____

Title: _____

Date: _____