



# HTG STRATEGIC PARTNER NON-DISCLOSURE AGREEMENT (NDA)

As part of HTG strategy meetings, you are being given access to proprietary, confidential and trade secret business information regarding the future of HTG. This information is vital to the success of HTG and must be treated with the utmost respect. The information may come from any of the participants in the HTG strategy meetings and all needs to be protected as NDA no matter its source. To that end, no details or specifics may be shared with anyone outside the walls of the HTG meeting room.

Participant agrees not to disclose such information to others either inside or outside their organization unless they sign this NDA agreement. Participant further agrees to utilize the information disclosed solely for the purpose of helping guide the future strategy of HTG and its strategic partners and will take special care not to reveal any of the information disclosed in any other setting or scenario.

Participant further agrees not to make any copies of any portion of HTG shared information without prior written approval by HTG management, and that any printed or verbal information provided to the Participant shall be considered NDA and protected as such. Participant understands that the provisions of this non-disclosure agreement shall apply whether he/she continues to work with HTG or not.

Participant understands that in the event of a violation of any provision of this Agreement, HTG shall have the full right to seek injunctive relief, in addition to any other existing rights provided in this Agreement or by operation of law, without the requirement of posting bond. Participant shall reimburse HTG and its members for all costs, expenses or damages that it incurs as a result of any violation of any provision of this Agreement if founded. This obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.

HTG also reserves the right to enforce this NDA agreement on behalf of its strategic partners should any violation occur.

## YOUR PERMISSION TO TAKE AND USE YOUR IMAGE OR LIKENESS

You give HTG (and its designees) the an irrevocable right and your permission to photograph, film, videotape, record and/or portray you, your name, voice, portrayal, actions and/or likeness in connection with the Peer Group Process and to use the results and proceeds thereof (collectively the "Material").

This includes, but is not limited to, the right to copyright the Material in HTG's own name or in any other name; an unlimited right to use, broadcast, distribute, publish, alter and/or edit the Material in whole or in part, separately or in conjunction with other material, for any purpose and in any manner whatsoever as HTG so chooses in any media, in perpetuity. HTG has no obligation to use the Material.

You understand that all rights in and to the Material, including the negatives, out-takes, sounds and the images contained therein, shall be HTG's sole and absolute property. You represent and warrant that you have the right to grant HTG the above-mentioned rights without obtaining the permission of, or making any payments to, any third party or entity.

You acknowledge that you will not be provided any payment or other consideration for the use of the Material and you acknowledge that you have no expectation to be compensated or provided any credit or recognition for any use of the Material.

\_\_\_\_\_  
Acknowledged and dated on:

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Participant's Printed Name