



Confidentiality/Non-Disclosure Agreement

This agreement (“Agreement”) is made between _____ (“A”), a _____ [corporation / individual] located at _____; and the International Association of Amusement Parks and Attractions (“IAAPA”), a nonprofit corporation located at 4155 West Taft Vineland Road, Orlando, FL 32837, for mutual consideration, the receipt and adequacy of which are acknowledged by the parties, who agree:

- 1. Maintaining Confidentiality.** A and IAAPA are considering the possibility of entering into a business transaction or other arrangement together. In connection with this possible transaction or arrangement, A or IAAPA might learn confidential information about the other party. A and IAAPA each agree to maintain the other party’s information as confidential, using the same level of care and security that each would use to protect from disclosure its own most confidential information unless and until disclosure is authorized by the party from whom the information was learned.
- 2. Confidential Information.** For purposes of this Agreement, “confidential information” is to be broadly construed to include a party’s documents, data, drafts, charts, notes, reports, papers, articles, pictures, drawings, representations, business plans or ideas, trade secrets, financial reports, and intellectual property including copyrights, patents or trademarks, whether in written, digital, or in any other form, and whether identified as “confidential” or not. Not included in “confidential information” is that which: (1) the party who learns the information is required by court order or valid subpoena to disclose, in which case that party will provide reasonable notice and opportunity to the party from whom the information was learned to oppose disclosure; (2) the party who learns the information in fact also learns the identical information from public sources; or (3) the party from whom the information was learned consents to disclosure.
- 3. Miscellaneous.** This Agreement is governed by the laws of the State of Florida; the Agreement will survive and remain enforceable by either party or that party’s authorized representatives or successors whether or not the parties enter into a business transaction or other arrangement together; the Agreement may be amended only by another agreement signed by A and IAAPA; any dispute under this Agreement will be resolved by binding arbitration.

Sign: _____

Date: _____

Print Name: _____

Sign: _____

Date: _____

Print Name: _____