

**TANGO RESEARCH, LLC**  
**126 GEORGETOWN ROAD**  
**WESTON, CONNECTICUT 06883**

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**CONFIDENTIALITY AND NON-CIRCUMVENT AGREEMENT**

Confidentiality and Non-Circumvent Agreement by and between Tango Research, LLC., (“Company A”), with its principal place of business at 126 Georgetown Road, Weston, Connecticut 06883 and \_\_\_\_\_ (“Company B”) with its principal place of business at \_\_\_\_\_.

1. “Confidential Information” means (including tangible, intangible, and oral and written) (a) any technical, or business information, designs, inventions, manufacturing technique, process, experimental work, program, software or trade secret relating to products, systems, equipment, services, sales, partner lists, research or business of the Parties, their members or subsidiaries; (b) documents marked “Confidential”; and (c) documents, plans, prints, tapes, disks, and other material containing any of the foregoing.
2. The limitations on disclosure or use of Confidential Information shall not apply to, and the Parties shall not be liable for disclosure or use of Confidential Information if any of the following conditions exist: (a) if, prior to the receipt thereof from the other party, it has been developed independently by the recipient Party; or was lawfully known by the recipient Party; (b) if, subsequent to receipt thereof (i) it is made available to the general public, without restriction, or (ii) it has been lawfully obtained by the recipient Party from other sources, provided such source did not receive it due to a breach of an obligation of confidentiality to a third party or the parties; or (c) if it becomes generally known to the public other than pursuant to disclosure by either Company A or Company B.
3. The Company A & B and its officers and directors, separately and individually agree that they will not attempt to circumvent the other party by contracting any person company or entity introduced to them by the other party, or any of the other party’s customers, distributors, clients, consultants, agents or the like, anywhere in the world without the expressed authority of, and in the interest of both parties.
4. The Parties acknowledge that they may from time to time transfer Confidential Information to each other, and therefore agree to the following with respect to Confidential Information.
  - i. Not to make copies of any Confidential Information or any part without the permission of the other Party;
  - ii. Not to disclose any Confidential Information or any part to others for any purpose without written consent of the other Party.
  - iii. To limit dissemination of Confidential Information to the Party’s employees who have a need to know and use Confidential Information for the purposes of such performance and who have been advised of and agree to the obligations and restrictions on persons receiving such information as set forth in this Agreement;
  - iv. To treat Confidential Information as strictly confidential and as trade secret information, by protecting such information in the manner and subject to the same protection as the Parties treat and protect their respective proprietary information of like importance but in any event using no less than reasonable care;
  - v. To disclose Confidential Information to third parties only with the prior written consent of the other Party;
  - vi. To return Confidential Information and any copies thereof to the respective Party upon written request of the other Party;
  - vii. Not to use Confidential Information for any purpose other than to affect the business relationship between the disclosing party and the receiving Party



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- viii. The parties acknowledge and agree that (a) Confidential Information is provided on an AS IS basis and the Disclosing Party makes no representations or warranties, express or implied, with respect to such information; (b) nothing herein requires the disclosure of any Confidential Information which shall be disclosed, if at all, solely at the option of the Disclosing Party; and (c) nothing herein requires either party to proceed with any proposed transaction or business relationship in connection with which Confidential Information may be disclosed.

Notwithstanding the foregoing, the recipient may disclose Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that the recipient provides to the disclosing party prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

- 5. The Parties acknowledge and agree that the restrictions contained in this Agreement are necessary for the protection of the business and property of both Parties, and consider them to be reasonable for such purpose. The parties agree that any breach of this Agreement may cause the other Party substantial, irreparable and irrevocable damage and therefore, in the event of such breach, the Party damaged shall be entitled to specific performance and other injunctive relief, in addition to such other remedies as may be afforded by applicable law.
- 6. This Agreement shall commence as of the date of the last signature to this Agreement (the “Effective Date”) and shall terminate ten (10) days following receipt by a party of the other party’s written notice that such party desires to terminate this Agreement. Notwithstanding termination of this Agreement for any reason, the obligations of the recipient under this Agreement with regard to a particular item(s) of confidentiality and non-circumvent shall survive for a period of twenty four (24) months following the date of disclosure of such particular item of confidential information.
- 7. This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force. Each of the parties hereto acknowledges that it has read this Agreement, understands it, and shall be bound by its terms. The prevailing party in any action to enforce this Agreement shall be entitled to costs and reasonable attorney’s fees. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes any prior agreement or understanding, written or oral, between the parties with respect to its subject matter. Only a writing that specifically refers to this Agreement and is signed by duly authorized representatives of both parties may amend this Agreement. The parties in separate counterparts, which shall together constitute one and the same agreement, may sign this Agreement. Signatures transmitted via facsimile shall be valid and binding as originals.

**Tango Research, LLC.**

**COMPANY:** \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Nicholas J. Malino

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_