

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** is made this _____ day of _____, (the "Effective Date") by and between _____, "GROUP," and the _____ Hotel, listed as "HOTEL."

WHEREAS, GROUP and HOTEL entered into that certain agreement whereby HOTEL shall provide certain hotel and meeting room accommodations and certain catering services prior to, after and during the events scheduled for the period of _____ through _____ (the "Accommodation Period") in accordance with those terms and conditions contained in that certain the agreement between GROUP and HOTEL (the "Description of Group and Event"), which is attached hereto and made a part hereof.

WHEREAS, as a material inducement for entering into the Hotel Agreement, HOTEL has agreed to preserve and protect any and all information which has been or which will be disclosed by GROUP to HOTEL during the Accommodation Period.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter contained, including the execution of the Hotel Agreement, the parties hereto agree as follows:

1) Definitions

a) "Confidential Information" means any and all information related to products; services; business plans and presentations; sales and marketing procedures and techniques; financial information (including but not limited to pricing); customer information, employee information, facilities; existing or contemplated products; designs; technology; technical data; processes; methodologies and concepts; software; equipment or network configurations; past, present, or future research or development; and business affairs that has been marked as confidential, or reasonably considered, by its nature or the manner in which it is disclosed, to be confidential of GROUP, including, without limitation, materials containing or derived from such Confidential Information, and information embodied in magnetic tape, computer software or any other medium for the storage of information, whether furnished or disclosed before or after the date hereof, together with all notes, analyses, compilations, studies or other documents, prepared by GROUP or others on behalf of GROUP, containing or reflecting such information, but that does not include information which:

- i) was available to HOTEL on a non-confidential basis prior to disclosure by GROUP as shown in written records; or
- ii) is or becomes publicly known through no wrongful act of HOTEL; or
- iii) is received by the HOTEL from a third party other than in breach of confidence; or
- iv) is approved for disclosure with the written consent of GROUP.

2) Duties and Obligations of HOTEL. HOTEL acknowledges that the Confidential Information is valuable property of GROUP, and HOTEL agrees that it shall:

- a) treat the Confidential Information as secret and confidential;
- b) not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third person, firm or corporation except as permitted herein or with the prior written consent of GROUP;

c) not use (or in any way appropriate) the Confidential Information for any purpose other than the negotiations regarding the business relationships in accordance with the provisions of this Confidentiality Agreement;

d) limit the dissemination of and access to the Confidential Information to such of HOTEL's officers, directors, employees, affiliates, shareholders, agents or representatives, including consultants and advisors, as may reasonably require such information for evaluation purposes, and ensure that any and all such persons are informed of and observe all the obligations of confidentiality contained in this Confidentiality Agreement;

e) if requested or required by legal process to disclose any of the Confidential Information, to promptly give notice of such request or requirement to GROUP so that GROUP may, at its own cost and expense, seek an appropriate protective order or, in the alternative, waive compliance by HOTEL with the terms of this Confidentiality Agreement to the extent necessary to comply with the request or order. If GROUP does not obtain a protective order, or if GROUP grants a waiver of the terms of this Confidentiality Agreement, HOTEL may disclose so much of the Confidential Information as is required by the legal process or court order, or permitted by GROUP's waiver; and

f) In the event of termination of the negotiations between the parties hereto regarding their business relationships for any reason, return forthwith to GROUP all Confidential Information together with any and all copies, extracts and reproductions thereof. The return of such items shall not relieve HOTEL from any of the obligations of confidentiality with respect to the Confidential Information contained in such items.

3) Nonpublic Information. HOTEL agrees to hold all confidential and nonpublic information and materials that GROUP may provide to HOTEL, whether verbally or in written or electronic form, strictly confidential. This information, including the existence of this Agreement, is confidential and includes nonpublic information relating to GROUP, a publicly traded company, and its subsidiaries and affiliates, which is not otherwise available to the public. HOTEL also agrees to provide access to such information only to those persons who have a need to know this information to advise HOTEL with respect to its relationship with GROUP and not to use or permit any other parties to discover or use such information for any purpose not expressly permitted herein. HOTEL further agrees not to communicate, or permit any other persons to communicate, such information to anyone else or to buy, sell, trade or otherwise take any position in any of the securities of GROUP, or any derivatives thereof, in reliance upon such information or to take any action to affect the trading prices of the securities of GROUP, HOTEL further acknowledges and agrees that any use of such information for purposes of buying, selling, trading or taking any position in such securities, or any derivatives thereof, prior to any public disclosure by GROUP or its affiliates of such information would violate federal and state securities laws restricting the use or disclosure of inside information. In accordance with such obligation to keep such information confidential, HOTEL agrees not to make any press release or similar disclosure concerning GROUP, or HOTEL's existing or prospective agreements with GROUP without the prior written approval of the Group, Inc. Corporate Marketing and Communications Department as to the form, format and content of such proposed disclosure.

4) Ownership. HOTEL recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by GROUP in connection with this Confidentiality Agreement, including all copies thereof, are and shall be the sole property of GROUP, and HOTEL shall keep the same at all times in its custody and subject to HOTEL's control. Nothing in this Agreement shall be construed as giving HOTEL a license or any other rights to the Confidential Information and all right, title, and interest in and to the Confidential Information shall solely remain with GROUP.

5) No Obligation. Neither party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither has any obligation by virtue of this Confidentiality Agreement to procure any products or services from the other Party. Neither execution nor performance of this Confidentiality Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the parties.

6) Unauthorized Acts. HOTEL shall: (i) promptly notify GROUP of any unauthorized possession, use or knowledge, or attempt thereof, of GROUP's Confidential Information by any person or entity which may become known to HOTEL, (ii) promptly furnish to GROUP full details of the unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information, and (iii) fully cooperate with GROUP in any litigation and investigation against third parties deemed necessary by GROUP to protect its proprietary rights.

7) Return of Confidential Information. Should GROUP terminate the Description of Group and Event Agreement or modify the Accommodation Period, that termination date shall be considered the end date (the "End Date") for purposes of this Agreement. Within five (5) days of the End Date, HOTEL will deliver to GROUP any and all documents, software (in whatever form), or other materials furnished by GROUP to HOTEL constituting Confidential Information and shall certify that (i) all Confidential Information has been returned to GROUP, (ii) all Confidential

Information has been purged from HOTEL's equipment, and (iii) that no remnants of the Confidential Information remain on HOTEL's premises or in HOTEL's possession or control.

8) Waiver. Any party may waive compliance by another party with any of the provisions of this Confidentiality Agreement. No waiver of any provision shall be construed as a waiver of any other provision. Any waiver must be in writing to be effective.

9) Equitable Relief. Parties agree that money damages would not be sufficient remedy for any breach of this Confidentiality Agreement, and that the injured party shall be entitled to request equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Confidentiality Agreement, in addition to all other remedies available to injured party at law or in equity.

10) Governing Law. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts located within the State of New York.

11) Counterparts. This Confidentiality Agreement may be signed in counterparts which taken together, shall constitute a single document.

12) Invalid Provision. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement nevertheless will continue in full force and effect, without being impaired or invalidated in any way.

13) Survival of Terms. The terms of the Agreement shall remain in effect for a period of five (5) years from the date of complete execution of this Confidentiality Agreement.

14) Amendments; Assignment. This Confidentiality Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the parties hereto which makes specific reference to this Confidentiality Agreement and which specifies that this Confidentiality Agreement is being modified, amended, rescinded or canceled. HOTEL may not, without GROUP's prior written consent, assign, delegate, sublicense, pledge, or otherwise transfer this Confidentiality Agreement, or any of its rights or obligations under this Confidentiality Agreement.

IN WITNESS WHEREOF, this Confidentiality Agreement has been duly executed on the day and year first above written.

Group, Inc.
SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____