

CONTRACTS 101: Reading & Understanding Legalese

Web Seminar

October 22, 2009

PRESENTED BY:

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Chicago, IL

Contracts: 101

The case for contracts...

Contracts provide clarity to the business deal reached by the parties

Without a comprehensible writing--including all of the terms of the deal—the parties won't know the standard for performance, or for possible remedy.



What is/was the deal?

Who is right?

Who is wrong?

No contract...call Miss Cleo.

Contracts: 101

Putting the pieces together...contract formation step-by-step

1. The parties come up with the “deal”
2. One party or the other submits the “deal” to its attorney
3. The attorney prepares a draft contract and shares it with the client and the other attorney
4. The parties and their attorneys “talk amongst themselves”
5. Modifications are discovered, discussed agreed and drafted into the document
6. The parties sign the contract and then head out for a steak dinner to celebrate



Talk amongst yourselves...I'll give you a topic...

Contracts: 101

Contract formation...a survival guide for attorneys and clients

Attorneys must:

1. The attorneys must understand the economic realities of the deal and incorporate those realities into the contract
2. The attorneys must help their clients understand all reasonably expected contingencies and issues that may arise during the contractual relationship and draft protections into the contract addressing those contingencies

Clients must:

1. Clients must have a clear understanding of all agreed and not agreed points of the deal
2. Clients must be clear on the desired "division of work" among itself and its attorney AND the other party and its attorney



Contracts: 101

Operating Agreements

Purpose: to set out the relative rights and responsibilities of LLC members

Key Provisions:

- Management—Manager or Co-Managers with broad discretion
- Members—Ultimate authority over Manager
- Cash distributions to Members—At discretion of Manager except for distributions to pay taxes (mandatory)
- Maintenance of Capital Accounts—Section 704 and “Substantial economic effect”
- Admission of New Members and Transfers of Membership Interest
 - Transfers
 - ✓ Approval of all members
 - ✓ No approval = economic interest holder
 - ✓ Includes pledge of membership interest and involuntary transfers
 - New Members
 - ✓ Approval of Manager; OR
 - ✓ Member approval

Operating Agreements

Management

Authority of Manager. Except to the extent reserved to the Members in the Articles of Organization, the Manager(s) shall have exclusive authority to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Without limiting the generality of the foregoing, the Manager(s) shall have exclusive authority to establish such business strategies, accounting procedures and other practices and to make such business decisions as the Manager(s), in their sole discretion, deem advisable for the operation of the Company. In addition, it is understood and agreed that the Manager(s) shall have all of the rights and powers of a Manager as provided in the Act and as otherwise provided by law, and any action taken by the Manager(s) shall constitute the act of and serve to bind the Company. In dealing with the Manager(s) acting on behalf of the Company, no person shall be required to inquire into the authority of the Manager(s) to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager(s) as set forth in this Agreement. Subject to the foregoing, the Manager(s) are hereby granted the right, power and authority to do on behalf of the Company all things which, in their sole judgment are necessary, proper or desirable to carry out the aforementioned duties and responsibilities.

Contracts: 101

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Operating Agreements

IRC Section 704 Compliance

Allocations of Income, Gain, or Profits. Except as otherwise provided in this Article 10, the Company's income, gain, or profits for each fiscal year shall be allocated to the Members in accordance with their respective Participating Percentages; provided, however, that such allocations shall be made in accordance with Section 704 of the Code and applicable regulations thereunder.

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Operating Agreements

Admission of Members

Restrictions on Transfer. A Member may assign, sell, transfer or pledge or otherwise encumber its Interest, or any portion thereof, without the consent of the other Members. However, no assignment, sale, transfer, pledge or other encumbrance of a Member's Interest shall be allowed if, in the opinion of the Company's attorney, such assignment, sale, transfer, pledge or other encumbrance violates any securities laws of the United States or any individual state. In case of any permitted transfer, the instrument of transfer shall be in form and substance satisfactory to the Manager(s).

Transferee; Substituted Member. No assignee or transferee shall automatically become a substituted Member or have any of the rights of a Member, except that an assignee or a transferee shall be entitled to receive the share of profits and losses of the Company, the return of capital contributions and any other payments to which such Member would have been entitled. The assignee or transferee of a Member's Interest, or any portion thereof, may be admitted to the Company as a Member in the place and stead of, or together with, as the case may be, the Member who has assigned or transferred all or part of its Interest upon satisfaction of all of the following conditions:

Contracts: 101

Operating Agreements

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Contracts: 101

Employment Agreements

Purpose: to set out the terms of the employment relationship between employer and employee

Key Provisions:

- Scope of employment—broad
- Compensation
- Term of employment—set period with automatic renewal
- Termination
 - With cause—Employer favorable
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 - Confidentiality
 - Non-Competition
 - Non-Solicitation
 - Non-Disparagement
 - Assignment of Inventions

Employment Agreements

Duties of Employee

Position and Duties. During the Employment Period, Executive shall serve as a Vice President of the Company and shall have the normal duties, responsibilities, functions and authority of a Vice President, subject to the power and authority of the board of directors of the Company (the “Board”) to expand or limit such duties, responsibilities, functions and authority and to overrule actions of officers of the Company. During the Employment Period, Executive shall render such administrative, financial and other executive and managerial services to the Company and its affiliates which are consistent with Executive’s position as the Board may from time to time direct. The material responsibilities, functions and authority for Executive’s position are set out on Schedule I, which is attached hereto and is by this reference, incorporated herein.

Contracts: 101

Employment Agreements

Purpose: to set out the terms of the employment relationship between employer and employee

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Employment Agreements: Termination

The Employment Period shall end on December 31, 2008, but shall automatically be renewed on the same terms and conditions set forth herein as modified from time to time by the parties hereto for additional one-year periods beginning on each anniversary of December 31, 2008, unless the Company or Executive gives the other party written notice of its or his election not to renew the Employment Period at least 30 days prior to any such anniversary; provided that (i) the Employment Period shall terminate prior to any such date immediately upon Executive's resignation (with or without Good Reason, as defined below), death or mental or physical disability or incapacity (as determined by the Board in its good faith judgment) or termination of employment by the Company (with or without Cause). Except as otherwise provided herein, any termination of the Employment Period by the Company shall be effective as specified in a written notice from the Company to Executive.

If the Employment Period is terminated by the Company without Cause, if Executive resigns with Good Reason, or if the Employment Period expires and is not renewed hereunder as a result of the Company's delivery of the notice contemplated under Section 4(a), Executive shall be entitled to (i) continue to receive 80% of Executive's total compensation for the twelve month period ended as of the date of termination, resignation or expiration as special severance payments from the date of termination or expiration for a period of one year thereafter (the "Severance Period") and (ii) continue to participate during the Severance Period (at the Company's expense to the same extent as participation for other senior executive employees of the Company is at the Company's expense) in all employee health and welfare benefit programs made generally available to the Company's senior executive employees (other than bonus and incentive compensation plans) to the extent permitted under the terms of such programs and under applicable law, but in each case, if and only if Executive has executed and delivered to the Company the General Release substantially in form and substance as set forth in Exhibit A attached hereto and the General Release has become effective, and only so long as Executive has not revoked or breached the provisions of the General Release or breached the provisions of Sections 5, 6 and 7 hereof and does not apply for unemployment compensation chargeable to the Company or its affiliates during the Severance Period, and Executive shall not be entitled to any other salary, compensation or other benefits after termination or expiration of the Employment Period, except as specifically provided for in the Company's employee benefit plans or as otherwise expressly required by applicable law. The amounts payable pursuant to this Section 4(b) shall be payable in regular monthly installments. The amounts payable pursuant to this Section 4(b) shall be reduced by the amount of any compensation Executive receives with respect to any other employment during the Severance Period; provided that Executive shall have no duty or obligation to seek other employment during the Severance Period or otherwise mitigate damages under this Section 4(b). Upon request from time to time, Executive shall furnish the Company with a true and complete certificate specifying any such compensation earned or received by him during the Severance Period.

If the Employment Period is terminated by the Company for Cause or upon Executive's resignation (other than resignation with Good Reason), death or mental or physical disability or incapacity (as determined by the Board in its good faith judgment), or if the Employment Period expires and is not renewed hereunder as a result of the Executive's delivery of the notice contemplated under Section 4(a), Executive shall be entitled to receive only his Base Salary through the date of termination and shall not thereafter be entitled to any other salary, compensation or benefits from the Company or its affiliates, except as otherwise specifically provided for under the Company's employee benefit plans or as otherwise expressly required by applicable law.

Except as otherwise expressly provided herein, all of Executive's rights to salary, bonuses, employee benefits and other compensation hereunder which would have accrued or become payable after the termination or expiration of the Employment Period shall cease upon such termination or expiration, other than those expressly required under applicable law (such as COBRA). The Company may offset any amounts Executive owes it or its affiliates against any amounts it or its affiliates owes Executive hereunder.

For purposes of this Agreement, "Cause" shall mean with respect to Executive one or more of the following: (i) the past or present commission of a felony or other crime or the commission of any other act or omission involving dishonesty, disloyalty or fraud with respect to the Company or any of its affiliates or any of their customers or suppliers, (ii) reporting to work under the influence of alcohol or illegal drugs, the use of illegal drugs (whether or not at the workplace) or other repeated conduct causing the Company or any of its affiliates public disgrace or disrepute or material economic harm, (iii) repeated failure to perform duties as reasonably directed by the Board, which failure is not cured to the Board's reasonable satisfaction within 15 days after written notice thereof to Executive, (iv) any act or omission aiding or abetting a competitor, supplier or customer of the Company or any of its affiliates to the material disadvantage or detriment of the Company or any of its affiliates, (v) breach of fiduciary duty, gross negligence or willful misconduct with respect to the Company or any of its affiliates, or (vi) any other material breach of this Agreement which is not cured to the Board's reasonable satisfaction within 15 days after written notice thereof to Executive.

For purposes of this Agreement, "Good Reason" shall mean if Executive resigns from employment with the Company prior to the end of the Employment Period as a result of one or more of the following reasons: (i) the Company reduces the amount of the Base Salary by more than twenty-five percent (25%) or breaches its material obligations under this Agreement and such breach remains uncured for 15 days after written notice to the Company or (ii) the Company changes Executive's titles or reduces his responsibilities in a manner materially inconsistent with the positions he holds; provided that written notice of Executive's resignation for Good Reason must be delivered to the Company within 30 days after the occurrence of any such event in order for Executive's resignation with Good Reason to be effective hereunder.

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Employment Agreements

Purpose: to set out the terms of the employment relationship between employer and employee

Key Provisions:

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Employment Agreements

Termination—With Cause

Employee does something “bad” (like show up to work on drugs)



Employer has the right to:

1. Immediately terminate employee, without notice
2. Pay only current period salary
3. Require employee to be bound to “restrictive covenants” (discussed later)

Contracts: 101

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Employment Agreements

Termination—Without Cause

Employer terminates employee without a defined cause (like, this just isn't working out the way we thought it would)



Employee has the right to:

1. Severance and continued participation in benefit programs
2. Limit the application of some “restrictive covenants” (discussed later)
3. Be given notice of termination prior to effective date of termination

Contracts: 101

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Employment Agreements: Restrictive Covenants

Confidential Information. Executive acknowledges that the information, observations and data (including trade secrets) obtained by him while employed by the Company, its parent and its affiliates (including those obtained by him while employed by the Company prior to the date of this Agreement) concerning the business or affairs of the Company, its parent or any of its affiliates and their products ("Confidential Information") are the property of the Company or such affiliate. Therefore, Executive agrees that he shall not disclose to any third party or use for his own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company, its parent and its affiliates ("Third Party Information"), without the prior written consent of the Board, unless and to the extent that the Confidential Information or Third Party Information becomes generally known to and available for use by the public other than as a result of Executive's acts or omissions. Executive shall deliver to the Company at the termination or expiration of the Employment Period, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and software and other documents and data (and copies thereof) embodying or relating to Third Party Information, Confidential Information, Work Product (as defined below) or the business of the Company or any of its affiliates which he may then possess or have under his control. Executive shall be prohibited from using or disclosing any confidential information or trade secrets that Executive may have learned through any prior employment. If at any time during this employment with the Company, Executive believes he is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, Executive shall immediately advise the Board so that Executive's duties can be modified appropriately. Executive represents and warrants to the Company that Executive took nothing with him which belonged to any former employer when Executive left his prior position and that Executive has nothing that contains any information which belongs to any former employer. If at any time Executive discovers this is incorrect, Executive shall promptly return any such materials to Executive's former employer. The Company does not want any such materials, and Executive shall not be permitted to use or refer to any such materials in the performance of Executive's duties hereunder. (New Executive Employees)

Intellectual Property, Inventions and Patents. Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, trade secrets, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) which may relate to the Company's, its parents' or any of its affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Executive (whether alone or jointly with others) while employed by the Company, its parent and its affiliates and for a period of one (1) year thereafter, whether before or after the date of this Agreement ("Work Product"), belong to the Company, its parent or such affiliate. To the extent any Work Product is not deemed a work made for hire, then Executive hereby assigns to the Company, its parent or such affiliate all right, title and interest in and to such Work Product, including all related intellectual property rights. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments).

Non-Compete, Non-Solicitation. As consideration for Executive's continued employment by the Company and to induce the Company to make this Employment Agreement, Executive agrees to the following covenants and conditions: (a) At all times during Executive's employment with the Company and for one (1) year after termination of Executive's employment with the Company for any reason, Executive will not directly or indirectly render services to or have a financial or ownership interest in any person, corporation or other business entity that is engaged in the development, manufacture, marketing, sale, merchandising or promotion of any services or products which are the same as, similar to or competitive with any services or products offered by the Company or its affiliates, unless specifically authorized in writing in advance by the Company. For the purposes of this section, ownership of less than two percent (2%) of the outstanding shares of a public company is not prohibited. As long as Executive is a full-time employee of the Company, Executive will not hold employment outside of the Company, unless agreed to in advance by the Company in writing. (b) At all times during Executive's employment by the Company and thereafter, Executive will hold in strictest confidence and not disclose any Confidential or Proprietary information of the Company or its affiliates, as defined herein, to anyone who is not an employee of the Company or to any employee of the Company not previously authorized by the Company to possess such Confidential and Proprietary Information. Upon termination of Executive's employment with the Company for any reason, Executive shall immediately return any and all originals, copies or reproductions of the Company's Confidential and Proprietary information, whether written or electronically coded, which Executive possesses or controls or which Executive has disseminated to any other individual or entity. Additionally, Executive will not use any Confidential or Proprietary information for his own benefit or to the detriment of the Company or its affiliates during his employment or thereafter for as long as it remains Confidential or Proprietary Information. As used herein, "Confidential and Proprietary Information" shall mean and include Trade Secrets as defined in Illinois Trade Secrets Act (765 ILCS 1065/1, *et. seq.*), plus all private information of the Company or its affiliates, including, but not limited to, manufacturing techniques, processes, customer lists, supplier lists, inventions, research projects, operating methods, cost data, pricing data, financial data, business plans and proposals, data and information, mailing lists, sales manuals and sales projections. (c) At all times during Executive's employment with the Company and for a period of one (1) year from the date Executive is no longer employed by the Company, Executive agrees and covenants not to entice, induce or make any effort whatsoever, either directly or indirectly, to recruit or cause any other employees of the Company or its affiliates to terminate their employment with the Company or its affiliates. Executive will not identify to any potential employer or their agents the identity of any person or persons working for the Company or its affiliates who have knowledge of the Company's or its affiliates' operations, methods, affairs or Confidential and Proprietary Information, nor will Executive provide any information to any potential employer concerning the quality of work, quantity of work, special knowledge, skill or expertise, or personal characteristics of any person employed by the Company or its affiliates. Additionally, Executive will not provide the type of information set forth in this provision during any interviews preceding possible employment. (d) For a period of one (1) year immediately following the termination of Executive's employment with the Company for any reason, Executive agrees that he will not, on behalf of himself or on behalf of or in conjunction with any other person, firm, partnership, association, corporation or entity whatsoever, call upon or have any contact with (whether initiated by the customer or by Executive), or cause to be called upon or cause to be contacted (whether initiated by the customer, or by Executive) any customer or former customer of the Company or its affiliates during the one year period immediately preceding his termination of employment with the Company for the purpose of soliciting or selling the customer any product or service similar to those sold by the Company or its affiliates during Executive's employment with the Company. (e) For a period of one (1) year immediately following the termination of Executive's employment with the Company for any reason, Executive agrees that he will not, on behalf of himself, or on behalf of or in conjunction with any other person, firm, partnership, association, corporation or entity whatsoever, call upon or have any contact with (whether initiated by the supplier or by Executive), or cause to be called upon or cause to be contacted (whether initiated by the supplier or by Executive) any supplier of the Company or its affiliates during the one year period immediately preceding his termination of employment with the Company if the contact could reasonably interfere with a protectable interest of the Company or its affiliates such as by encouraging the supplier to cease doing business with the Company or its affiliates, or to do business with the Company or its affiliates on different terms or to take action that could diminish the supplier's ability to serve the needs of the Company or its affiliates. (f) Executive agrees that if a court of competent jurisdiction shall find any of the foregoing provisions to be overly broad or unenforceable, such court may reform or modify said provision to the extent necessary to make said provision enforceable and valid. If any provision shall be held to be invalid or unenforceable in its entirety and not subject to reformation as provided for herein, then the validity and enforceability of the other provisions shall in no way be affected thereby. (g) If a violation of any of the foregoing provisions occurs or is threatened, Executive acknowledges that such violation or threatened violation will cause irreparable injury to the Company and/or its affiliates, that any remedy at law for any such violation or threatened violation will be inadequate, and that the Company and/or its parent and affiliates shall be specifically entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Nothing containing herein shall be construed as an election of remedies by the Company or its affiliates, and the Company or its affiliates shall be free to pursue any and all other remedies permitted at law or in equity in addition to the remedies specified herein. (h) **Executive's Representations.** Executive hereby represents and warrants to the Company and its affiliates that (i) the execution, delivery and performance of this Agreement by Executive does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Executive is a party or by which he is bound, (ii) Executive is not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement with any other person or entity, (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of Executive, enforceable in accordance with its terms and (iv) he is authorized to work in the United States without restriction. Executive hereby acknowledges and represents that he has consulted with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.

Contracts: 101

Employment Agreements

Purpose: to set out the terms of the employment relationship between employer and employee

Key Provisions:

- Scope of employment—broad
- Compensation
- Term of employment—set period with automatic renewal
- Termination
 - With cause—Employer favorable
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 - Non-Solicitation
 - Non-Disparagement
 - Assignment of Inventions

Employment Agreements

Restrictive Covenants

After termination—employee agrees not to:

Non-Compete

↓

Own or work for a competitive business

Non-Solicitation

↓

Lure away customers, employees or suppliers of former employer

Non-Disparagement

↓

Say anything bad about former employer



Confidentiality

↓

Keep any information/data about former employer's business operations, nor use any information/data for employee's benefit

Contracts: 101

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Contracts: 101

Non-Disclosure Agreement

Purpose: to protect the secrecy of confidential information

Key Provisions:

- Unilateral or Mutual
- Definition and Protection of Confidential Information
- Term of Agreement
- Exclusions from definition of Confidential Information
- Allowed uses of Confidential Information



Non-Disclosure Agreements

Definition and Protection of Confidential Information

Definition. Recipient's obligations shall extend only to information that: (i) is marked as confidential at the time of disclosure; or (ii) in the case of an oral communication, or other communication in non-tangible form, is identified as confidential at the time of disclosure and is summarized sufficiently for identification in a written memorandum sent to Recipient within fifteen (15) days of disclosure; (iii) is not marked or identified as confidential but that a reasonable person in like circumstances as the Recipient would recognize as confidential; or (iv) is a software program or related documentation, including all source and/or object code and all parts and aspects thereof, that is the property of the Discloser, in whatever form, whether or not marked as confidential.

Protection. Each item of information disclosed by a party ("Discloser") and identified as confidential pursuant to paragraph 3 ("Confidential Information") shall be held in confidence by the receiving party ("Recipient") and used only for the purpose(s) stated below ("Purpose") during the term of this Agreement. The Recipient may only disclose Confidential Information to those of the Recipient's employees and contractors who need to know such information in connection with the Purpose and who have previously agreed to be bound by written terms and conditions substantially similar to those of this Agreement.

Contracts: 101

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Non-Disclosure Agreements

Term

Term. Either party may terminate this Agreement upon thirty (30) days prior written notice. Unless earlier terminated, this Agreement shall expire and have no further force and effect two (2) years from the Effective Date hereof. Notwithstanding any such expiration or termination, all Confidential Information shall be kept confidential, subject to the terms of this Agreement, for a period of five (5) years, after the expiration or termination hereof. Should either party exercise its right to terminate this Agreement, upon the effective date of termination or expiration, the Recipient shall cease to use any of Discloser's Confidential Information and shall, upon request, return such Confidential Information to Discloser pursuant to Section 10 herein.

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Non-Disclosure Agreements

Exclusions

Exclusions. This Agreement imposes no obligation upon Recipient with respect to information that: (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is independently developed by Recipient; or (e) is required to be disclosed under operation of law, provided that Recipient gives Discloser prompt written notice of such requirement and reasonable assistance in limiting the scope of disclosure; or (f) is disclosed by Recipient with Discloser's prior written approval.

Contracts: 101

Non-Disclosure Agreement

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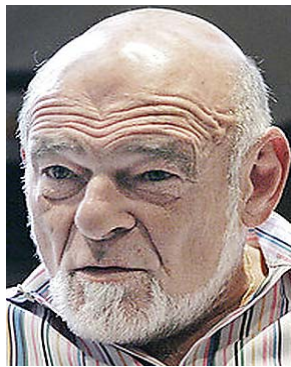
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Non-Disclosure Agreements

How they really work...



1. “Everything” Sam shows Tom is confidential (“secret sauce”)
2. Tom will only share the “secret sauce” with key people in his organization, who also agree to keep information confidential
3. Sharing of the “secret sauce” with Tom will only continue for the purpose of Tom deciding whether or not to complete the transaction
4. Tom agrees not to disclose any information about the “secret sauce” for five years

Contracts: 101

Boilerplate

Purpose: To set ground rules for disputes between the parties

Common Boilerplate Provisions:

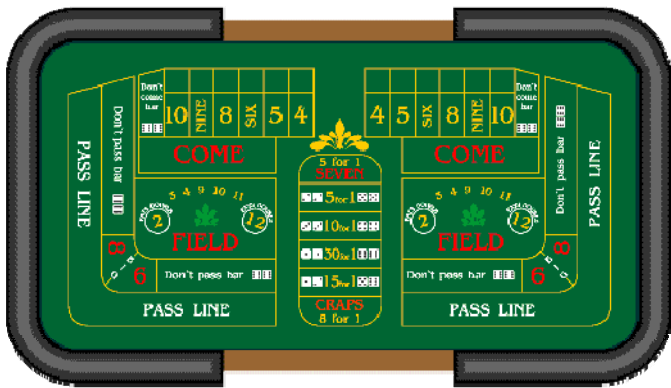
- Integration Clause
- Arbitration
- Choice of law / venue / submission to jurisdiction / waiver of jury trial
- Submission to equitable remedies
- Time is of the essence
- Severance



Boilerplate

Integration Clause

Full Integration. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.



Side deals not allowed



Contracts: 101

Boilerplate

Purpose: To set ground rules for disputes between the parties

Common Boilerplate Provisions:

- Integration Clause
- Arbitration
- Choice of law / venue / submission to jurisdiction / waiver of jury trial
- Submission to equitable remedies
- Time is of the essence
- Severance



CONCLUSION

Thank you!

Questions?

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