

RCC Non-Disclosure - Client Reference (I2)

NON-DISCLOSURE AGREEMENT - CLIENT REFERENCE

This Non-Disclosure Agreement – Client Reference (“Agreement”) is made between RIA Compliance Consultants, Inc., a corporation organized and existing under the laws of the State of Nebraska with an address of 6910 Pacific Street, Suite 102, Omaha, NE 68106 (“RCC”) and the prospective client as identified below (“Prospective Client”) (RCC and Prospective Client may also be referred to as “Party” or “Parties” throughout this Agreement).

WHEREAS, RCC is a consulting firm offering registration and compliance services to parties seeking to register as an investment advisor or already registered as an investment advisor with a securities regulator;

WHEREAS, Prospective Client is seeking registration and/or compliance services for its anticipated or existing investment advisor, and Prospective Client is considering RCC for such services;

WHEREAS, Prospective Client has requested to speak with an existing client of RCC (“Existing Client”) regarding RCC’s performance in providing investment advisor registration and/or compliance services; and

WHEREAS, RCC considers the identities of its Existing Clients, the existence of a consulting arrangement between RCC and its Existing Clients, and the underlying relationship and good will with its Existing Clients as proprietary, confidential and a trade secret.

THEREFORE, in consideration of RCC disclosing the identity of its Existing Client and authorizing Prospective Client to communicate with Existing Client and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Prospective Client hereto covenants, undertakes and agrees with RCC as follows:

1. **Confidential Information.** For purposes of this Agreement, “the Confidential Information” includes information relating to the identity and contact information of Existing Client and existence of a consulting arrangement between RCC and Existing Client. In addition, the Prospective Client agrees that all documents regarding an Existing Client of RCC given by RCC to Prospective Client will be considered Confidential Information, whether or not marked with any proprietary notice or legend when the disclosure takes place.
2. **Third Parties.** Prospective Clients shall not disclose the identity of Existing Client or the existence of a consulting arrangement between RCC and Existing Client to third parties. Prospective Client shall not disclose the Confidential Information to third parties. If such third party disclosure is necessary, or about to be made for whatever reason, Prospective Client shall seek the written permission of RCC, and allow RCC the opportunity to enter into a non-disclosure agreement, substantially identical to this Agreement, with the third party. In the event Prospective Client is required to disclose any Confidential Information pursuant to a subpoena or order of a court or governmental agency or authority, Prospective Client shall promptly notify RCC and shall refrain from disclosing any Confidential Information until RCC shall have obtained a protective order or other adequate protection for the confidentiality of the Confidential Information required to be so disclosed.



3. **Non-Use by Prospective Client.** Prospective Client shall not use the Confidential Information for any purpose, other than as set forth at the beginning of this Agreement, to compete directly or indirectly with RCC, or to the detriment of RCC at any time.
4. **Acknowledgement of RCC Ownership and Confidentiality.** Prospective Client acknowledges and agrees that the Confidential Information that is disclosed to it by RCC, or that it acquires, sees, or learns of as a direct or indirect consequence of the discussions contemplated herein, and all dealings and transactions that follow or result from such discussion(s), are the exclusive property of RCC, and Prospective Client will keep that information strictly confidential.
5. **No Transfer of Rights.** Prospective Client acknowledges and agrees that it shall not acquire any right or interest in the Confidential Information and that RCC shall remain the sole owner of the Confidential Information including, but not limited to all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world.
6. **No Offer for Sale.** The Parties acknowledge and agree that the disclosure of the Confidential Information by RCC to Prospective Client does not constitute an offer by RCC for the sale, license, or other transfer of the Confidential Information. Except as may be expressly set forth herein, neither Party shall have any financial or other obligation to each other respecting the Confidential Information. Any offer for sale, license, or other transfer of the Confidential Information shall be made pursuant to a separate agreement.
7. **Return of Information.** Prospective Client will return to RCC any material in the Prospective Client's possession or control, that bears, embodies or refers to the Confidential Information of RCC promptly, when requested to do so by RCC.
8. **Modification.** The parties can modify any covenant or provision of this Agreement only by a writing signed by both parties.
9. **Successors.** This Agreement shall be binding upon and inure to the benefit of each Party and their respective heirs, successors, signs and representatives.
10. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska.
11. **Continuing Obligation.** Any rights and obligations under this Agreement that by their nature extend beyond the terms of this Agreement, including but not limited to Prospective Client's obligations under paragraphs 3, 4 and 5 hereof, shall survive any expiration or termination of this Agreement and shall remain in effect in perpetuity.
12. **Captions.** All indexes, titles, subject headings, section titles, and similar items are provide for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this Agreement.
13. **Execution Authority.** The person whose signature appears below certifies that they are authorized to enter this Agreement on behalf of the Party for whom they sign.



Prospective Client's Name (Typically Firm):

Name of Prospective Client's Signatory:

Title of Prospective Client's Signatory:

Prospective Client's Address:

Prospective Client's City/State:

Prospective Client's Zip Code:

ACCEPTED BY RIA Compliance Consultants, Inc.

X

X *Bryan Hill*

Signed By Bryan Hill

Signed On: 05/25/2022



Signature Certificate

Document name: RCC Non-Disclosure - Client Reference (I2)

🔒 Unique Document ID: 048A20F7EA3ED27EDE66B0D1399F8BA54356B8A6

LEGALLY SIGNED USING
WPSignature
Build. Track. Sign Contracts.

Timestamp

Audit

10/22/2021 4:09 PM CDT

RCC Non-Disclosure - Client Reference (I2) Uploaded by Bryan Hill - signature@ria-compliance-consultants.com IP 68.197.251.88

10/22/2021 4:19 PM CDT

RCC eSignature - signature@ria-compliance-consultants.com added by Bryan Hill - signature@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123

10/22/2021 4:21 PM CDT

RCC eSignature - signature@ria-compliance-consultants.com added by Bryan Hill - signature@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123

10/22/2021 4:21 PM CDT

NetDocs Matter - 4844-9252-2221@mail.vault.netdocuments.com added by Bryan Hill - signature@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123

10/22/2021 4:36 PM CDT

RCC eSignature - signature@ria-compliance-consultants.com added by Bryan Hill - signature@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123

10/22/2021 4:36 PM CDT

NetDocs Matter - 4844-9252-2221@mail.vault.netdocuments.com added by Bryan Hill - signature@ria-compliance-consultants.com as a CC'd Recipient Ip: 173.19.132.123



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 4 of 4