NONDISCLOSURE AGREEMENT

THIS AGREEMENT is entered into effective as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between Landscape Depot Inc. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Recipient").

1. Landscape Depot Inc. intends to disclose to Recipient certain information, which includes confidential trade secret ideas. "Confidential Information" means any information or data disclosed by the Disclosing Party to the Recipient under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential, or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.
2. The terms "Disclosing Party" and "Recipient" include each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also insure to such affiliates and may be directly enforced by or against such affiliates.
3. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall:
   1. restrict disclosure of the Confidential Information to employees and agents of the Recipient and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
   2. advise those employees and agents who access the Confidential Information of their obligations with respect thereto; and
   3. copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.
4. When requested by the Recipient, the Disclosing Party shall provide a non-confidential Summary of Confidential Information to enable the Recipient to determine whether it will accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates any party to disclose to the other party any particular information.
5. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion therefore), including all copies thereof, to the Disclosing Party or, if so, directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.
6. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which he would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to him.
7. Neither this Agreement nor any discussions or disclosures hereunder shall be deemed a commitment to any business relationship, contract, or future dealing with the other party.
8. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information disclosed hereunder shall survive termination of this Agreement.
9. This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. The Agreement shall be binding upon the parties' respective successors and assigns.
10. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
11. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.
12. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement shall be governed in all respects by the domestic laws of the Commonwealth of Virginia (exclusive of its conflict of law's provisions). The sole venue for any disputes arising out of any interpretation of this contract shall be the State and Federal Courts of Rockingham County and the City of Harrisonburg, VA.

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Date Company Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Carlton Hopkins