

**Needles Partner Program Application**

**Applicant Information**

Main Contact: \_\_\_\_\_  
*First* *Last*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Alt Contact: \_\_\_\_\_  
*First* *Last*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Corporation  Sole Proprietor  Partnership

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *Suite/Floor #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Federal ID or Social Security No.: \_\_\_\_\_

**Trading Areas**

*Please list all the geographical areas where you conduct business. (Ex.: New Jersey, New York, etc.)*

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

**References**

*Please list two law firm references (preferably Needles clients).*

Law Firm: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

Law Firm: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact: \_\_\_\_\_

**Signature & Agreement**

**Please Initial**

\_\_\_\_\_ *Please list my name and contact information on the Needles website.*

\_\_\_\_\_ *Please refer local prospective clients to the company listed above.*

***I have read and agree with the terms and conditions on the reverse side of this form.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is made by and between Partner ("Partner") and **Needles Inc.**

### **1. Confidential Information.**

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Partner and Partner may disclose certain of its confidential and proprietary information (the "Confidential Information"). Confidential Information shall include all data, and other information disclosed or submitted, orally, in writing, or by any other media, to Partner by Owner or to Owner by Partner. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

### **2. Recipient's Obligations.**

A. Parties agree that the Confidential Information is to be considered confidential and proprietary to the disclosing party and the receiving shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the disclosing party, and shall disclose it only to its officers, directors, or employees with a specific need to know. The parties will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of the disclosing party.

B. Confidential Information furnished in tangible form shall not be duplicated by Partner except for purposes of this Agreement.

### **3. Term.**

The obligations of Partner herein shall be in continuous effect. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Partner, nor by the rejection of any agreement between Owner and Partner, by a trustee of Partner in bankruptcy, or by the Partner as a debtor-in-possession or the equivalent of any of the foregoing under local law.

### **4. Other Information.**

Partner shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Partner; is rightfully received by Partner without obligations of confidentiality; or is developed by Partner without breach of this Agreement.

### **5. Governing Law and Equitable Relief.**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Maryland and Partner consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Partner agrees that in the event of any breach or threatened breach by Partner, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

### **6. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.