

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is entered into this ____ day of September 2014 by the South Carolina Department of Commerce, an agency of the State of South Carolina ("SCDOC"), with a principal place of business at 1201 Main St., Ste. 1600, Columbia, SC 29201 and Robert Symmes Godfrey, office of the Governor (hereinafter, "ECONOMIC DEVELOPMENT ALLY").

RECITALS

WHEREAS, SCDOC is finalizing plans for an investment and trade mission to India for the State of South Carolina (the "State") in November 2014; and

WHEREAS, ECONOMIC DEVELOPMENT ALLY intends to participate in that investment and trade mission; and

WHEREAS, during the mission, ECONOMIC DEVELOPMENT ALLY may be participating with or without SCDOC in meetings with companies in India that may be interested in locating or expanding in South Carolina and/or ECONOMIC DEVELOPMENT ALLY may receive information about such companies prior to or during the course of the mission; and

WHEREAS, Governor Nikki Haley will be leading the State delegation to India, and SCDOC anticipates significant interest by third parties in a mission to that country by the State's first Indian-American Governor; and

WHEREAS, ECONOMIC DEVELOPMENT ALLY may receive or otherwise become aware of information concerning Governor Haley's itinerary and the itinerary of the entire delegation before appropriate details concerning those itineraries become public; and

WHEREAS, SCDOC and the State have a significant interest in maintaining the confidentiality of (a) the identity of and any details related to prospective Indian companies that the State may be recruiting and (b) details concerning the Governor's whereabouts and the whereabouts of the entire delegation (collectively, the "Confidential Information") for economic development, security, and other reasons; and

WHEREAS, ECONOMIC DEVELOPMENT ALLY has agreed to maintain the confidentiality of the Confidential Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. ECONOMIC DEVELOPMENT ALLY shall, with respect to the Confidential Information (a) hold information concerning same in strict confidence using at least the same care and caution it affords its own confidential information, but in no case less than a reasonable

degree of care; (b) take any and all steps which may be necessary and reasonable to protect the Confidential Information; (c) use the Confidential Information only in connection with its participation in the investment and trade mission organized by SCDOC; (d) reproduce information concerning the Confidential Information only to the extent necessary in connection with ECONOMIC DEVELOPMENT ALLY'S participation in such mission; and (e) restrict disclosure of same only to such employees or authorized agents of ECONOMIC DEVELOPMENT ALLY whose duties justify the need to review the Confidential Information and who are advised as to the confidential nature of the Confidential Information and the reasons therefor and are required to comply with the provisions of this Agreement. The obligations of ECONOMIC DEVELOPMENT ALLY to maintain the confidentiality of the Confidential Information it has receives under this Agreement shall continue until such time as the Confidential Information is made public by SCDOC.

2. The obligations with respect to the Confidential Information under this Agreement shall not apply to any Confidential Information that ECONOMIC DEVELOPMENT ALLY can show, by written evidence (a) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by ECONOMIC DEVELOPMENT ALLY); (b) is received by ECONOMIC DEVELOPMENT ALLY on a non-confidential basis from a source other than SCDOC; or (c) is required to be disclosed by operation of law or a court order; provided, however that, promptly following receipt of a legal request and prior to making such disclosure, ECONOMIC DEVELOPMENT ALLY has notified SCDOC of such request so that SCDOC may take appropriate steps to prevent or limit the disclosure of the Confidential Information, and ECONOMIC DEVELOPMENT ALLY shall cooperate with SCDOC in seeking to preserve the confidentiality of the Confidential Information.

3. ECONOMIC DEVELOPMENT ALLY shall not publish or otherwise disclose the Confidential Information to third parties for any purpose whatsoever and shall maintain that information as confidential pursuant to Section 1 herein..

4. ECONOMIC DEVELOPMENT ALLY understands and agrees that the obligations under the Agreement are necessary and reasonable (a) to protect the interests of the individual companies and SCDOC's recruitment of same and (b) for the security of Governor Haley and other members of the delegation and to minimize public speculation concerning Governor Haley's participation in the investment and trade mission to India and expressly agrees that monetary damages may be inadequate to compensate the State for any breach of any covenant or agreement set forth herein. Accordingly, ECONOMIC DEVELOPMENT ALLY agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the State and that, if deemed appropriate by the court presiding over the matter, SCDOC on behalf of the State (in addition to any other rights and remedies that may be available at law or in equity) is entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

5. This Agreement shall be governed and interpreted under the laws of South Carolina, without regard to its choice of law provisions.

6. The obligations of ECONOMIC DEVELOPMENT ALLY under this Agreement are not assignable without the prior written approval of SCDOC.

7. This Agreement may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one in the same instrument.

8. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

ECONOMIC DEVELOPMENT ALLY:

SCDOC:

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South Carolina Department of Commerce

By: _____
Name: Robert Symmes Godfrey
Its: _____

By: _____
Name: _____
Its: _____