



Exhibit B-4 – Non-Disclosure Agreement (NDA)

Confidentiality and Non-Disclosure Agreement

1. In connection with the engagement, or to evaluate the potential engagement, of the undersigned in one or more capacities to provide services to Union Station Redevelopment Corporation (“**USRC**”) in connection with the Washington Union Station Lighting Upgrades (the “**Project**”) at the property commonly known as Union Station (the “**Property**”), it may be necessary for USRC to disclose to _____ (“**Offeror**”), or for Offeror to disclose to USRC, Confidential Information (as defined below). As a condition to the Recipient’s receipt of any Confidential Information, the Recipient shall, and hereby agrees to, treat all such Confidential Information strictly confidential in accordance with the terms of this letter agreement (hereafter, this “**Agreement**”):

2. Confidential Information. As used herein, The term “**Confidential Information**” shall mean any and all information or proprietary materials (in every form and media, whether oral or written) not generally known and which has been or is hereafter disclosed or made available by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in connection with the efforts contemplated hereunder (the “**Project**” or “**Purpose**”), including (i) all trade secrets, methods of doing business, commercial plans, terms and conditions, or other business sensitive information, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods or merchandising techniques, plans or information, and actual or potential customer information, lists or requirements, (iv) financial information or materials, (v) cost, pricing, or revenue data, (vi) user lists and information, (vii) actual or potential vendor lists and information, (viii) procurement requirements, internal policies, and internal procedures, (ix) purchasing information, (x) manufacturing or development information, (xi) pricing policies, (xii) information about employees, independent contractors, interns, officers, directors, shareholders, investors, lenders, accountants, attorneys, and any other agents of either Party, (xiii) information about actual, under development, or what might reasonably be anticipated to be or become business and contractual relationships, (xiv) actual or potential lender, investor or partner lists and information, and (xv) other proprietary business information of either Party. “Confidential Information” as it relates to people or entities includes all contact information, including name, title, position, address, phone numbers, and email addresses. Further, “**Confidential Information**” includes any and all technical and non-technical information or material in which either Party has rights, opportunities, or obligations, whether or not owned or developed by such Party (or people or entities such Party may have disclosed to or received from pursuant to non-disclosure agreements). Notwithstanding the foregoing, information provided by the Disclosing Party will not constitute Confidential Information if such information (i) is or becomes generally available to the public other than as a result of a disclosure by or through Recipient or any of its directors, officers, members, partners, employees, agents, affiliates or independent contractors (individually, a “**Recipient Party**” and, collectively, the “**Recipient Parties**”), in contravention of this agreement, (ii) was not created by or for the Disclosing Party and was already available to, or in the possession of, Recipient prior to its disclosure to Recipient by the Disclosing Party, (iii) is or becomes available to Recipient from a source (other than the Disclosing Party) not bound, to the knowledge of Recipient, by any legal or other obligation prohibiting the disclosure to Recipient by such source of Confidential Information, or (iv) is or becomes independently developed by Recipient, other than for the Disclosing Party, without violation of its obligations hereunder.



3. Standard of Care. Recipient shall protect the Confidential Information by using at least the same degree of care to prevent the unauthorized use, disclosure, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information, but in no event less than a reasonable degree of care.

4. Restrictions on Use and Disclosure. Recipient agrees that it will use all Confidential Information exclusively for the purpose of its work for or with the Disclosing Party, as applicable. Recipient further agrees that it will not disclose Confidential Information to any third party; provided, however, that Recipient may, without liability, disclose Confidential Information (i) to any Recipient Party who needs to know such Confidential Information for the purpose of performing work requested by or agreed in writing to be provided to the Disclosing Party, as applicable, (it being understood and agreed that Recipient will advise such persons of the confidential nature of such Confidential Information and Recipient will direct such persons to maintain the confidentiality of such Confidential Information in accordance with the terms hereof), (ii) to the extent requested by a subpoena, judicial, administrative process or reasonably necessary in order to comply with applicable laws, rules, regulations, orders or similar requirements, and (iii) to make any disclosure of such information to which the Disclosing Party has given its prior written consent. In the event that Recipient desires to disclose Confidential Information under the circumstances contemplated by clause (ii), Recipient will (a) provide the Disclosing Party with prompt notice thereof, (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow such disclosure, and (c) reasonably cooperate with the Disclosing Party in any attempt that the Disclosing Party may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information. However, Recipient shall not be obligated to suffer civil or criminal liability to prevent disclosure of Confidential Information required by a subpoena, judicial, regulatory or administrative process.

5. Return of Confidential Information. Recipient acknowledges and agrees that all Confidential Information, including any permitted copies (i.e., only those copies that are approved in writing by the Disclosing Party or reasonably required as part of an agreement between the parties hereto) or excerpts thereof, if any, shall be and remain the property of the Disclosing Party at all times. Recipient agrees that all written Confidential Information and all copies thereof will be returned to the Disclosing Party and/or destroyed promptly upon (and in no event later than within fifteen (15) business days after) the Disclosing Party's written request and, if requested, Recipient agrees (i) to provide evidence reasonably satisfactory to the Disclosing Party of such return, delivery and/or destruction, and (ii) to certify in writing to the Disclosing Party that it has satisfied its obligations hereunder. Notwithstanding such return and/or destruction of Confidential Information, Recipient will continue to be bound by the terms of this Agreement for the time period set forth herein, as applicable.

6. No Representations or Warranties; No License Granted. All Confidential Information is provided "as is." In providing any Confidential Information to Recipient, the Disclosing Party makes no representations or warranties of any kind or nature, whether express or implied, nor shall the Disclosing Party incur any liability or obligation to Recipient by reason of any such Confidential Information. Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in Recipient any right, title, interest, or license in Confidential Information or, without limiting the generality of the foregoing, to the inventions, patents, copyrights, trademarks, service marks, technical data, computer software or software documentation of the Disclosing Party. The Disclosing Party shall, in its sole discretion, provide Confidential Information to the Recipient as is necessary or appropriate. Nothing in this Agreement obligates the Disclosing Party to make any particular disclosure of Confidential Information. The Recipient acknowledges and agrees that neither the Disclosing Party nor any of its



shareholders, directors, officers, employees, representatives or professional advisors will have any liability to the Recipient resulting from its use of the Confidential Information or from any errors or omissions in the Confidential Information. Other than as expressly contained herein, only those representations and warranties which are made in a final definitive agreement regarding a transaction with the Disclosing Party, when, as and if executed, will have any legal effect.

7. Remedies. Recipient acknowledges and agrees that a threatened or existing breach of any provision of this Agreement by Recipient or by any Recipient Party or any other person or entity engaged or employed by or otherwise under the direction and/or control of Recipient would cause the Disclosing Party irreparable injury for which it cannot be adequately compensated by monetary damages and which would have no adequate remedy at law. Accordingly, Recipient agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to the Disclosing Party, to equitable relief, including, without limitation, specific performance and/or any injunctive relief, without the necessity of posting a bond or proving actual damages, to enjoin Recipient, and any other involved party, from committing or continuing a violation of this Agreement. In addition, the Disclosing Party shall be entitled to such damages and reasonable attorneys' fees as may be caused by reason of the threatened or existing breach of this Agreement by Recipient.

8. No Obligation to Transact. Both parties hereto agree that neither of the parties hereto will be under any obligation of any kind whatsoever with respect to any transaction, including, without limitation, a transaction related to the Property, by virtue of this Agreement except for the matters specifically agreed to herein. Each party hereto further acknowledges and agrees that the other party reserves the right, in its sole discretion, to reject any and all proposals with regard to a transaction between the parties and to terminate discussions and negotiations at any time. This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, or any obligation of the parties to enter into any agreement.

9. No Waiver. Neither any course of dealing nor any failure or delay on the part of the Disclosing Party to exercise any of its rights, remedies, and/or recourse following any default or breach of this Agreement will operate as a waiver of any such default or breach or prevent the exercise of any such rights, remedies, and/or recourse at any time.

10. **JURY TRIAL WAIVER. ALL PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**

11. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflicts of laws principles thereof. Any suit brought hereon shall be brought exclusively in the Superior Court for the District of Columbia or the United States District Court for the District of Columbia.

12. Assignment. Recipient may not assign this Agreement or delegate any of its duties and obligations under this Agreement, all of which is expressly prohibited. Any attempted assignment or delegation shall be void ab initio. This Agreement shall inure to the benefit of the Disclosing Party's successors and assigns.



13. Survival. The obligations of this Agreement as to the Confidential Information shall last for a period of one (1) year from the Effective Date.

14. Authority. The undersigned individuals for both parties represent and warrant that they have been duly authorized and have full authority to enter into this Agreement on behalf of the applicable party.

15. Entire Agreement; Amendments; Severability. This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings and agreements regarding the subject matter contained in this Agreement. If any provision, sentence, clause, phrase, word or part of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, such holding shall not invalidate, affect or render unenforceable any other provision, sentence, clause, word or part hereof.

16. Counterparts; E-Signatures. This Agreement may be executed in one or more counterparts, any one of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same document. This Agreement may be executed by electronic signature, and signatures transmitted by electronic mail in PDF format shall be deemed an original for all purposes and legally binding with the same effect as if an original had been delivered.

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In order to indicate each party's acceptance and agreement to the above terms, each party will sign and date this Agreement at the place indicated below, whereupon this Agreement shall become effective and binding upon the later date set forth below ("the **Effective Date**").

USRC:

UNION STATION REDEVELOPMENT
CORPORATION

OFFEROR:

[_____]

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____