

## ***Goodwin Procter LLP***

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## INTERNSHIP NONDISCLOSURE AGREEMENT

You (the individual named below) have requested that you be permitted to work with [\_\_\_\_\_] (the "Company") as an intern so that you may gain experience and learn information that may assist you with your future career. In connection with such activities with Company (the "Internship"), Company has allowed you access, or may allow you access, to business, technical or other information, software, materials and/or ideas relating to Company's and its affiliated entities and investment funds, investment opportunities, methods, deal flow, products, services, technology and business ("Proprietary Information," which term will include, without limitation, anything you learn, develop or discover as a result of exposure to or analysis of any Proprietary Information).

In consideration of any disclosures of Proprietary Information, receipt of training experience and the opportunity to participate in the Internship, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

1. You will hold in confidence and will not possess or use (except as part of your participation in the Internship) or disclose any Proprietary Information, except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company, (c) was properly disclosed to you by another person without restriction, or (d) was disclosed by you with Company's prior written consent. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The foregoing does not grant you a license in or to any of the Proprietary Information.

2. You acknowledge and agree that Company owns all right, title and interest in and to all Proprietary Information, and you hereby assign to Company any rights you may have in any Proprietary Information, as well as any and all inventions, works of authorship, mask works, ideas or know-how (whether or not patentable) that are conceived, learned or reduced to practice in connection with the Internship or this Agreement and any patent rights, copyrights (including moral rights; provided that non-assignable moral rights are waived), trade secret rights, mask work rights and other intellectual property or proprietary rights with respect thereto. You agree to take any action requested by Company to evidence, perfect, obtain, maintain, enforce or defend the foregoing. These rights survive termination of this agreement in perpetuity.

3. If asked by Company at any time, you will promptly return all Proprietary Information and all copies, extracts and other objects or items in which Proprietary Information may be contained or embodied. You will promptly notify Company of any unauthorized release, disclosure or use of Proprietary Information.

4. You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by Company from time to time with respect to Proprietary Information or Company systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Proprietary Information or to access Company systems and ensure that no other person has or obtains access thereto.

5. The terms of Section 1 of this Agreement will remain in effect with respect to any particular Proprietary Information until you can document that such Proprietary Information falls into one of the exceptions stated in Section 1 above.

6. You acknowledge and agree that due to the unique nature of the Proprietary Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company will therefore be entitled to equitable relief in addition to all other remedies available at law.

7. This Agreement is personal to you, is non-assignable by you, is governed by the internal laws of the [STATE] and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement will be entitled to recover attorneys' fees and costs.

Acknowledged and agreed on \_\_\_\_\_, 20\_\_:

Name: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

**[COMPANY]**

Name: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)