

## CONFIDENTIALITY AGREEMENT

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Name and Address of Company ("Company"):

City of Ranson  
312 S. Mildred Street  
Ranson, WV 25438

Address of Deloitte Consulting Office:

Deloitte Consulting  
555 Mission St  
San Francisco, CA 94105

Facsimile No.: 1-304-728-8579

Facsimile No.: \_\_\_\_\_

Effective as of 2/8/2017

**WHEREAS**, Deloitte Consulting LLP ("Deloitte Consulting") has been engaged to perform certain services (the "Services") for Project Shuttle ("Client"); and

**WHEREAS**, in connection with the provision of the Services, a party hereto (the "disclosing party") may disclose to the other party (the "receiving party") certain information that is confidential to the disclosing party or a third party to which the disclosing party has an obligation of confidentiality, including without limitation, Client ("Confidential Information"). For purposes herein, Confidential Information shall include, but not be limited to, the identity of the Client until such identity no longer qualifies as Confidential Information due to the Client making its identity in connection with the Services publicly known or the Client's identity no longer constitutes Confidential Information pursuant to Paragraph 2 (b) below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The receiving party shall not disclose the Confidential Information to third parties and shall maintain the Confidential Information in confidence using at least the same degree of care as the receiving party employs in maintaining the confidentiality of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
2. There shall be no obligation of confidentiality with respect to any information that (a) is required to be disclosed by the receiving party as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, (b) is or becomes publicly available other than as the result of a disclosure by the receiving party in breach hereof, (c) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (d) is already known by the receiving party without any obligation of confidentiality with respect thereto, (e) is developed by the receiving party independently of any disclosures made to the receiving party hereunder, or (f) is developed by the receiving party independently of any disclosures made to the receiving party hereunder.
3. The receiving party agrees that the disclosing party's Confidential Information shall be used by the receiving party solely in connection with the provision of the Services and will not be provided to third parties by the receiving party, except as otherwise provided herein. The disclosing party hereby consents to the disclosing party disclosing Confidential Information to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing Services, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those contained in this Agreement. Notwithstanding anything herein contained to the contrary, in connection with the provision of the Services, Deloitte Consulting may disclose Confidential Information of Company to Client and any third party designated by Client, and Deloitte Consulting will not be responsible for the disclosure, use or other treatment of such Confidential Information by Client or such third party.

4. The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of three (3) years from the effective date of this Agreement.

5. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other party for any loss of use, data, goodwill, revenues, or profits or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement.

6. Neither party may assign, transfer or delegate any of its rights hereunder (including, without limitation, interests or claims relating to this Agreement) without the prior written consent of the other party.

**7. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS AGREEMENT.**


**8. Each of the provisions hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.**


9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof).

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

**Deloitte Consulting LLP**

**COMPANY**

By:   
Name:     Matt Szuhaj      
Title:     Managing Director    

By:   
Name:     Andrew P. Blake      
Title:     City Manager