

BUSINESS APPLICATION FORM

Applicant's Name: _____

Co-applicant Name(s): _____

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

I am submitting this application for the 2012 Governor's Giant Vision **Business** competition.

I certify that I am a resident of South Dakota or that I have an existing start up business presence in South Dakota.

Legal/Administrative

How is your business organized?

- Corporation
- LLC
- Partnership
- Sole Proprietorship
- Not organized yet

Select all of the following that you currently have.

- Articles of Incorporation
- Bylaws
- Patents, trademarks, franchising, licenses or agreements
- Insurance
- Stock and other financial instruments

Indicate if you are involved with either of these groups.

- Professionals such as a banker, attorney or accountant
- Consultants such as marketing or technology expert

How did you hear about the competition?

- Web search
- Link from other site
- Media
- State Chamber

- Local chamber/development office
- Business assistance organization
- Other

Confidentiality agreement appears below.

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made by and between SD Chamber of Commerce and Industry Business Plan Competition entrant: _____, hereinafter "ENTRANT," and the South Dakota Chamber of Commerce and Industry, hereinafter "SDCCI."

Whereas, ENTRANT is the developer and owner of certain proprietary, confidential, trade secret, and other such information, which has a unique value, hereinafter "INFORMATION"; and

Whereas, ENTRANT is willing to disclose certain INFORMATION to the SDCCI for the limited purpose of entering a business plan competition sponsored by SDCCI: and

Whereas, ENTRANT is willing to disclose INFORMATION to SDCCI only upon the SDCCI'S acknowledgement of ENTRANT'S ownership of said INFORMATION and agreement to maintain as confidential and not disclosed.

Now therefore, in consideration of ENTRANT'S disclosure of the INFORMATION and the other terms and covenants contained in THIS AGREEMENT, the parties agree as follows:

1. The INFORMATION, as used herein shall mean all information, designs, diagrams, samples, documents, plans, ideas and concepts developed by ENTRANT.
2. SDCCI acknowledges the INFORMATION as proprietary and confidential. SDCCI agrees to hold and keep the INFORMATION in confidence, and use all reasonable care to limit dissemination of the INFORMATION and to prevent disclosure of the INFORMATION to others, and to use such INFORMATION only in connection with SDCCI'S Business Plan or Student Business Plan Competition. Access to the INFORMATION while in the possession of SDCCI will be restricted to persons having a need to know related to the Competition, such as judges, competition officials and clerical personnel. SDCCI agrees to require any person not employed by SDCCI (whose employees are bound by this agreement) to execute and file with SDCCI a nondisclosure agreement in the form and style attached to this agreement as Exhibit A.
3. SDCCI agrees that the INFORMATION may not be used, developed, modified, produced or exploited by SDCCI without the express prior written consent of ENTRANT. SDCCI acknowledges that its unauthorized use of the INFORMATION will constitute a breach of THIS AGREEMENT.
4. Winners will be responsible for any tax and/or tax consequences of the award. If chosen as a winner, ENTRANT grants the Competition the right, without compensation, to publish finalist names and company names, non-financial information, photographs, and video and audio recordings, for editorial, public relations, promotional and advertising materials. All decisions made by the judges on all matters relating to the Competition

will be final. The Competition reserves the unrestricted right to interpret these rules and to alter, amend or change them at its discretion.

5. ENTRANT attests that the ideas/concepts presented in the Competition application are his/her own and not under any agreement or restrictions prohibiting their ability to disclose ideas or plans.
6. No rights in or license of the INFORMATION, expressed or implied, are granted to SDCCI by THIS AGREEMENT.
7. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

Individuals who participate as judges of this event agree to the following Nondisclosure Agreement:

The undersigned executes this Nondisclosure Agreement for all purposes contemplated by ENTRANT and SDCCI in their Confidentiality Agreement.

1. I certify that I have read the aforesaid Confidentiality Agreement between the parties.
2. I agree to be bound by the terms of that Confidentiality Agreement and certify that I am not involved in any manner whatsoever in the business of developing or marketing of business plans. I further agree that should I become involved in the future, I will not disclose or otherwise use any information provided under the aforesaid agreement for three years.

I have read and agree to the Confidentiality Agreement

The deadline for applying is 12 midnight (CST) Friday, February 24, 2012