

GENERAL NONDISCLOSURE AGREEMENT

To induce _____ (Client) to retain
(Promisor) as an outside consultant and to furnish Promisor with certain information that is proprietary and confidential, Promisor hereby warrants, represents, covenants, and agrees as follows:

1. **ENGAGEMENT.** Promisor, in the course of engagement by Client, may or will have access to or learn certain information belonging to Client that is proprietary and confidential (Confidential Information).
2. **DEFINITION OF CONFIDENTIAL INFORMATION.** Confidential Information as used throughout this Agreement means any secret or proprietary information relating directly to Client's business and that of Client's affiliated companies and subsidiaries, including, but not limited to, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, trade "know-how," trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of Client and its affiliated companies and subsidiaries.
3. **NONDISCLOSURE.** Promisor agrees to keep strictly confidential all Confidential Information and will not, without Client's express written authorization, signed by one of Client's authorized officers, use, sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. Promisor further agrees not to make any copies of the Confidential Information except upon Client's written authorization, signed by one of Client's authorized officers, and will not remove any copy or sample of Confidential Information from the premises of Client without such authorization.
4. **RETURN OF MATERIAL.** Upon receipt of a written request from Client, Promisor will return to Client all copies or samples of Confidential Information that, at the time of the receipt of the notice, are in Promisor's possession.
5. **OBLIGATIONS CONTINUE PAST TERM.** The obligations imposed on Promisor shall continue with respect to each unit of the Confidential Information following the termination of the business relationship between Promisor and Client, and such obligations shall not terminate until such unit shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by Promisor or Promisor's agents, servants, officers, or employees or a breach of the covenants set forth in this Agreement.
6. **EQUITABLE RELIEF.** Promisor acknowledges and agrees that a breach of the provisions of Paragraph 3 or 4 of this Agreement would cause Client to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Promisor agrees that Client shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all other rights and remedies that are available to Client at law, in equity, or otherwise.
7. **INVALIDITY.** If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, this Agreement has been signed on the _____ day of _____,
(year).

Witness

Promisor