

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into this _____ day of _____, _____ by and between «customer» ("Customer"), a corporation organized and existing under the laws of _____, United States and having a principal place of business at _____, and «consultant» ("Consultant"), a corporation organized and existing under the laws of _____, United States and having a principal place of business at _____.

1. Protection of Confidential Information

Consultant hereby acknowledges, understands and agrees that whether developed by Consultant or others employed by or associated with Consultant or Customer, all Confidential Information, as set forth in Section 2, is the exclusive and confidential property of Customer and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

2. Definition of Confidential Information

"Confidential Information" shall mean information, whether or not originated by Consultant, which is used in Customer's business and is:

- (i) proprietary to, about or created by Customer;
- (ii) gives Customer some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Customer;
- (iii) designated as Confidential Information by Customer, or from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to Customer; or
- (iv) not generally known by non-Customer personnel.

Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

- a. **Work Product.** Work product resulting from or related to work or projects performed or to be performed for Customer or for clients of Customer, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- b. **Computer Software.** Computer software of any type or form in any stage of actual or anticipated research and development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
- c. **Other Proprietary Data.** Information relating to Customer's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- d. **Business Operations.** Internal Customer personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements),

purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting Customer's business;

- e. **Marketing and Development Operations.** Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Customer which have been or are being discussed; and