

## **NON-DISCLOSURE AGREEMENT**

This AGREEMENT dated as of the \_\_\_\_ day of \_\_\_\_\_, by and between **Edvance Research, Inc.** (“ERI”) having its principal place of business at 9901 IH-10 West, San Antonio, Texas 78230, and \_\_\_\_\_, (“CONTRACTOR”), having its principal place of business at \_\_\_\_\_ (hereinafter and collectively, “the Parties”).

### **WITNESSETH:**

**WHEREAS**, ERI desires that CONTRACTOR gather and prepare certain information and data deemed proprietary and confidential that relates to work/services to be performed by CONTRACTOR relating to ERI’S operations or existing and potential products, services or business ideas in connection with CONTRACTORS performance of all data retrieval, information collection, and document preparation and the exploitation of such products, services or ideas or other transactions performed for ERI; and,

**WHEREAS**, for the purposes of this AGREEMENT, ERI seeks CONTRACTOR’S work/services to collect information and prepare documents for ERI and to protect all proprietary and confidential information gained in CONTRACTOR’S performance of that work/services and the CONTRACTOR seeks to perform ERI’S work:

**THEREFORE**, CONTRACTOR acknowledges and understands that it will be privy to certain highly sensitive information in its performance of work/services for ERI, and therefore promises and agrees to the following:

CONTRACTOR shall not use or disclose to anyone other than ERI (except for other personnel of CONTRACTOR who are bound under the terms and conditions of this AGREEMENT), at any time or in any manner, any information or work product that may be disclosed to or come into the possession of CONTRACTOR in any form in CONTRACTOR’S performance of its work/services for ERI, and agrees to hold in strict confidence, protect and safeguard such information and work product against unauthorized publication or disclosure to any party other than ERI. CONTRACTOR agrees to strictly comply with any other specific security measures of ERI, or any other person for whom or on whose premises work/services may be performed by CONTRACTOR for ERI hereunder.

CONTRACTOR understands that the information and work products shall consist of everything disclosed to or otherwise made available to, come into the possession of or be prepared by CONTRACTOR for ERI during the performance of CONTRACTOR’S work/services for ERI, whether on or off ERI’S premises, whether by oral, written or observational means, including but not limited to all data, photographs, maps, drawings and specifications, reports, or other Proprietary Information relating to the details of the work/services CONTRACTOR is involved in for ERI and the operations and facilities affected. Specifically, CONTRACTOR agrees that it shall keep strictly confidential all

information disclosed to or otherwise made available to, come into the possession of or be prepared by CONTRACTOR for ERI by CONTRACTOR during the performance of CONTRACTOR'S work/services for ERI and anything pertaining to ERI'S information technology, business practices, or any other sensitive or confidential information concerning ERI that may be placed in CONTRACTOR'S possession, knowledge or awareness, whether oral or in writing.

ERI shall own and CONTRACTOR shall convey to ERI any information or work product that comes into CONTRACTOR'S possession in the performance of the work/services for ERI. CONTRACTOR agrees that any information received in the performance of the work/services for ERI shall be a "work made for hire," as defined by Title 17, Section 101, of the United States Code, for the benefit of ERI. CONTRACTOR further agrees that any other information or data first created or developed in the performance of work for ERI, including that which may be subject to protection as a trade secret, shall be the property of and owned by ERI.

All pre-existing ERI data and materials provided to CONTRACTOR by ERI to assist in the performance of the work/services shall remain ERI'S property. ERI hereby authorizes CONTRACTOR to have access to and make use of the data as is appropriate for the performance by CONTRACTOR of its obligations to ERI. Upon expiration or termination of CONTRACTORS work/services for ERI for any reason, CONTRACTOR shall request instructions from ERI regarding whether CONTRACTOR should (1) erase or destroy the information that came into CONTRACTOR'S possession during work/services for ERI, or (2) return the information to ERI. CONTRACTOR may not utilize the information for any purpose other than in performing work/services for ERI.

CONTRACTOR recognizes and acknowledges that it will have access to valuable confidential and proprietary information and materials created by ERI, and that such software, information and materials constitutes copyrighted and unique property of ERI. CONTRACTOR will not, during or after the term of its work/services for ERI, (i) reproduce, photocopy, or make electronic copies of any information received pursuant to the work/services for use or distribution to any person, firm, corporation, association, school, school district, or other entity, for any reason or purpose whatsoever, without the express written consent of ERI, or (ii) create derivative works based on ERI materials or the work/services without the express written consent of ERI, or (iii) utilize such information for CONTRACTOR'S own financial benefit without the express written consent of ERI.

The work/services addressed in this AGREEMENT involve performance of obligations by ERI to a third party. CONTRACTOR will make no contact with the third party in those obligations of ERI.

In the event of any breach or threatened breach of any provision of this AGREEMENT by CONTRACTOR, CONTRACTOR understands and agrees that the obligations herein may be strictly enforced by any action available at law or equity, for damages, injunction or otherwise, brought directly by ERI, for whom work may be performed, or by their

affiliates or assigns.

CONTRACTOR agrees that it shall release, indemnify, and hold harmless ERI from and against any costs, expenses, or other liability which may be incurred by any person as a result of CONTRACTOR'S breach of its obligations hereunder.

The provisions of this AGREEMENT shall survive the termination of this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and there are no further or other subcontracts/agreements or understandings, written or oral, except as contained herein. This AGREEMENT may be amended only by a document in writing duly executed by an official of CONTRACTOR and ERI.

**SEVERABILITY:** Should for any reason a court of competent jurisdiction find any provision or portion of this AGREEMENT to be unenforceable, that provision of the AGREEMENT will be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this AGREEMENT will continue in full force and effect.

**ACKNOWLEDGEMENT:** Both parties acknowledge that in executing this agreement they have had the opportunity to seek the advice of independent legal counsel and have read, understand and will faithfully comply with all the terms and conditions of this AGREEMENT. This AGREEMENT will not be construed against either party by reason of the drafting or preparation of it.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective the day and year first written above.

**EDVANCE RESEARCH, INC.**

\_\_\_\_\_  
Donald Barfield, President

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SSN/EIN: