

**\*\* A Non-Disclosure Agreement for IQ Tech Pros \*\***

This AGREEMENT is made by and between IQ Tech Pros ("ITP") with its primary business location is at 1616 S. Voss Rd., Ste 350, Houston, TX 77057 ( Fed ID # 03-0377009 ) and XYZ (PARTNER) with its primary business location is at <Address> ( Fed ID # xx-xxxxxxx ) effective as of DD Month, YYYY.

**Summary:** Out Sourcing Project Reference: Information related, but not limited to, out sourcing solutions and assignments.

**1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

**3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect for a period of three (3) years from the termination date or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**5. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

**6. Termination of the Agreement.** Both "ITP" and "PARTNER" agree either party shall give a formal signed written notice to the other party of 30 days to terminate this agreement.

**7. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

**8. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**9. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**10. Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws. Exclusive jurisdiction and venue over any claim, demand, dispute, action or suit arising out of this Agreement shall be in the United States District Court for the District of Texas or any other court of appropriate subject matter jurisdiction located in the State of Texas, USA, or by arbitration in accordance with the rules of the American Arbitration Association (at "ITP" discretion), and the Partner by this Agreement expressly subject themselves to the personal jurisdiction of said court for the resolution of any such claim, demand, dispute, action or suit or by arbitration and the judgment upon award may be entered in any court having jurisdiction thereof.

**Signature Section**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above. Both "ITP" and "PARTNER" HAS READ, UNDERSTANDS AND HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS NON DISCLOSURE AGREEMENT

**IQ Tech Pros (ITP)**

**XYZ Corp. (PARTNER)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_