

This Non-Disclosure Agreement (“Agreement”) is executed effective [XXXXXXXX] between The Consulting, Operations, Research, and Engineering Group, its subsidiaries, parents, successors and assigns (hereafter CORE) and [NAME], their subsidiaries, parents, successors and assigns (hereafter ASSOCIATE). The parties agree as follows:

- 1. Length of Agreement.** This Agreement begins once authorized representatives of both CORE and ASSOCIATE sign and date this document. This agreement remains in effect at all times during any consulting, partnering, or other relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in separate Statements Of Work (hereafter SOW) which the parties may do on an as-needed basis.
- 2. Representation and Warranties.** Both CORE and ASSOCIATE represent and warrant that their relationship with the other will not cause or require them to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, each party acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties pertaining to this contract any proprietary or confidential information, whether or not in writing, of a former employer without that employer’s written authorization.
- 3. Confidentiality of Private Data.** Private Data shall be defined as information held by CORE, ASSOCIATE, their employees, their systems, or their business clients that is not currently publicly available. Both CORE and ASSOCIATE acknowledge that all private data entrusted to or obtained by them during and in the scope of an engagement is and remains the property of the original owner or holder. Such private data shall not be divulged to a third party unless necessary to complete the engagement, to comply with a valid court order, or express permission is granted by the owner/holder or their authorized agent. Each party shall take all reasonable precautions to protect the integrity and privacy of Private Data as long as they have possession or control of such data.
- 4. Intellectual Property.** For the purpose of this Agreement, “Intellectual Property” shall be any trade secret, patentable invention, copyright, trademark, computer program, software, multimedia, firmware, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, practice, service or product pricing, process, test, concept, formula, method, technique, trade secret, product and/or research related to the actual or anticipated research, development, products, services of CORE or ASSOCIATE, their affiliates or related entities.

Both CORE and ASSOCIATE represent that each holds valuable Intellectual Property at the signing of this agreement and that no transfer of ownership of existing Intellectual Property shall take place. All such material shall be marked “Proprietary” if in document form.

Both CORE and ASSOCIATE agree that any Proprietary information developed independently during this contract shall be owned by the developing party.

Both CORE and ASSOCIATE shall comply with any reasonable rules established from time to time by both parties for the protection of the confidentiality of any Proprietary Information.

Nothing contained in this Agreement shall be construed to preclude either party from exercising all of its rights and privileges as sole and exclusive owner of all of its pre-existing Proprietary Information owned by or assigned to it under this Agreement.

5. **No Ownership.** Neither party nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of the other party or any of its affiliates or related companies or businesses by reason of this Agreement unless set forth in a separate written agreement signed and dated by the parties. Neither CORE nor ASSOCIATE shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.
6. **Injunctive Relief.** Each party hereby acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that the non-breaching party will suffer irreparable harm if the other breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate the non-breaching party for such breach. Therefore, the non-breaching party shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
7. **Continuing Effects.** Each party's obligations regarding Intellectual Property and Private Data shall continue in effect for five (5) years beyond the period of the relationship as stated above, and said obligation shall be binding upon their affiliates, assigns, heirs, executors, administrators, or other legal representatives.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.
9. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
10. **Attorneys' Fees.** In the event any litigation, arbitration, mediation or other proceeding ("Proceeding") is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful

party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorneys' fees, costs, and expenses. Any such judgment or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney's fees.

11. **Modifications.** This Agreement may be modified only in writing, signed by both parties
12. **Prior Understandings.** This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.
13. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
14. **Drafting Ambiguities.** Each party to this Agreement has reviewed this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.
15. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to Laws of the State of Nevada.
16. **Receipt of Copy.** Each party hereby acknowledges that they have received a signed copy of this Agreement.

Signed:

On behalf of

CORE

By: _____

Print: _____

Date: _____

On behalf of

ASSOCIATE

By: _____

Print: _____

Date: _____