



## **CONFIDENTIALITY AGREEMENT**

*This Confidentiality Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2014, between \_\_\_\_\_ and David E. Garcia (Consultant).*

*WHEREAS, \_\_\_\_\_ and Consultant have previously entered into a Service Agreement, dated the \_\_\_\_\_ and*

*WHEREAS, pursuant to the Service Agreement, Consultant will have access to and ability to review certain \_\_\_\_\_ information regarding its computer system or systems, data, software, products, services, costs, equipment, operations, and other business and customers (collectively called "Confidential Information" hereafter); and*

*WHEREAS, the ability of \_\_\_\_\_ to compete successfully for business and to remain financially strong and viable depends upon maintaining the confidentiality of Confidential Information; and*

*WHEREAS, a significant and material consideration for \_\_\_\_\_ entering into the Service Agreement with Consultant is the ability of the Consultant, its directors, officers, employees, agents, successors and assigns (collectively called "Consultant" hereafter) to maintain strict confidentiality with respect to information received from ; \_\_\_\_\_*

*NOW, THEREFORE, in consideration of the existing Service Agreement, the mutual promises and covenants contained herein, the mutual benefits to the parties and other good and valuable consideration, \_\_\_\_\_ and Consultant agree as follows:*

- 1. Consultant shall treat Confidential Information as \_\_\_\_\_ confidential business property and not use Confidential Information for any other purpose than performing Consultant's obligations under the Service Agreement. Consultant shall also not disclose Confidential Information to persons or entities that are not parties to this Agreement.*

\_\_\_\_\_, \_\_\_\_\_ *Initial*



2. *Consultant shall restrict Confidential Information to persons actually performing work related to the Service Agreement. Such persons shall also sign this Confidentiality Agreement or a copy and also be bound by its terms.*
3. *Any notes, summaries, studies, evaluations or analyses derived from Confidential Information by Consultant (called Derived Information" hereafter) shall be treated in the same manner as Confidential Information and subject to the provisions of this Agreement.*
4. *This Agreement shall be effective as of the date of the Service Agreement and shall continue to be effective while the Service Agreement remains effective.*
5. *No delay or failure to exercise any right under this Agreement shall operate as a continuing or permanent waiver of such right or preclude the further exercise of that right or any other right.*
6. *This Agreement shall be binding on the parties and their successors, heirs, affiliates and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to any principles of conflicts of laws.*
7. *The obligations of this Agreement shall remain in effect and enforceable for twenty-four (24) months after this Agreement ceases to be effective.*

***IN WITNESS WHEREOF, the parties have executed this Agreement in the places set forth below.***

***David E. Garcia*** 

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ *Initial*