

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_  
(Date) by and between:

**Disclosing Party:** Biddle Consulting Group, Inc., with its principal place of business at 606 Sutter Street, Folsom, CA 95630, hereinafter referred to as the "Disclosing Party."

**Receiving Party:** \_\_\_\_\_ (Client/Prospect Name), with its principal place of business at \_\_\_\_\_  
(Client/Prospect Address), hereinafter referred to as the "Receiving Party."

**1. Purpose** The Disclosing Party agrees to provide the Receiving Party with access to a TestGenius network diagram ("Confidential Information") for the purpose of evaluating services, and contemplating project implementation internally (the "Purpose").

**2. Definition of Confidential Information** For purposes of this Agreement, "Confidential Information" means the TestGenius network diagram, disclosed by the Disclosing Party to the Receiving Party.

**3. Obligations of Receiving Party** The Receiving Party agrees:

3.1 To maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.

3.2 To use the Confidential Information solely for the Purpose stated above and not for any other purpose.

3.3 To take all reasonable precautions to protect the confidentiality of the Confidential Information, including measures no less stringent than those it uses to protect its own confidential information.

3.4 To return or destroy all copies of the Confidential Information, upon the request of the Disclosing Party, within ten business days of the request.

**4. Exceptions** The obligations of confidentiality shall not apply to information that:

4.1 Is or becomes publicly available through no fault of the Receiving Party.

4.2 Is lawfully received from a third party without breach of any confidentiality obligation.

4.3 Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party to contest such disclosure.

**5. Term** This Agreement shall remain in effect for a period of ten years from the date of disclosure of the Confidential Information, unless terminated earlier by mutual written agreement of the parties.

**6. No Transfer of Rights** This Agreement does not grant the Receiving Party any license, ownership, or other rights in or to the Confidential Information, except as expressly provided herein.

**7. Remedies** The Receiving Party acknowledges that any breach of this Agreement may result in irreparable harm to the Disclosing Party, for which monetary damages may be inadequate, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

**8. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**9. Miscellaneous**

9.1 This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

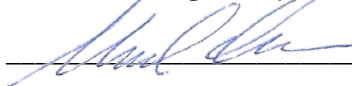
9.2 This Agreement may only be amended or modified in writing signed by both parties.

9.3 If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**Disclosing Party:**

Biddle Consulting Group, Inc.

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

Name: Michael Callen

Title: President

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

**Receiving Party:**

[Client/Prospect Name]

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

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

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

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

Email: \_\_\_\_\_

(Please date both date fields and return to [support@biddle.com](mailto:support@biddle.com))