

AGREEMENT ON CONFIDENTIALITY

MUTUAL NON-DISCLOSURE AND NONCIRCUMVENTION

This Agreement is between SHERRI L. HENDERSON & ASSOC. and the undersigned individual and entity as designated below, "CLIENT" herein:

- A. CLIENT wishes to receive certain trade secret, confidential and proprietary information, including but not limited to, marketing information, identification of potential business affiliates, potential buyers or sellers of businesses, and business and transactional methodologies (hereafter collectively "information") pertaining to SHERRI L. HENDERSON & ASSOCIATES. Client will be providing SHERRI L. HENDERSON & ASSOC. with confidential proprietary and financial information. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
- B. CLIENT wishes to receive the Information for the sole purpose of participating with SHERRI L. HENDERSON & ASSOC. as a practice consultant, advisor and broker.
- C. SHERRI L. HENDERSON & ASSOC. is willing to disclose the Information and CLIENT is willing to receive the Information (as "Receiving Party") on the following terms and conditions:

CLIENT will not use "information" confidential information of SHERRI L. HENDERSON & ASSOC. including trade secrets, marketing strategies, fees and scope of service in any manner other than in contract with SHERRI L. HENDERSON & ASSOC. CLIENT will not use "information" to compete with or provide to a competitor of SHERRI L. HENDERSON & ASSOC.

SHERRI L. HENDERSON & ASSOC. will not disclose or use any information received from CLIENT to any third party without permission of CLIENT.

- 1. The disclosure of Information by the parties is in strictest confidence and they will:
 - a. (1) Not disclose to any other person the information and (2) use at least the same degree of care to maintain the Information secret as they use in maintaining as secret their own secret information, but always at least a reasonable degree of care;
 - b. Use the Information only for the specified purpose;
 - c. Restrict disclosure of the information solely to those employees of the parties having a need to know such information in order to accomplish the purpose stated above;
 - d. Advise each such employee, before he or she receives access to the information, of the obligations under this Agreement, and require each such employee to maintain those obligations;
 - e. Within fifteen (15) days following request of either party return all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the information, or confirm, in writing, the destruction of such materials; and
 - f. Immediately upon any sale or merger with a third party, return all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the information.
- 2. This Agreement imposes no obligation on the parties with respect to any portion of the information received (a)(1) was known to prior to disclosure and (2) as to which the party has no obligation not to disclose or use it, (b) is lawfully obtained from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the party or (e) is generally disclosed by the party to third parties without any obligation on the third parties.
- 3. The information shall remain the sole property of the originating party.
- 4. The validity, construction, and performance of this Agreement are governed by the laws of the state of Texas.
- 5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon the parties, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. Obligations of confidentiality and restrictions on use of the information disclosed shall survive.

SHERRI L. HENDERSON & ASSOC. By: _____

_____ (CLIENT) By: _____ Dated this ____ day of _____, 200__.