

**CLIENT NONDISCLOSURE AGREEMENT**

\_\_\_\_\_ - ("OWNER") and Dean Koci, doing business as Koci Consulting, a sole proprietorship ("RECIPIENT"), in consideration of receiving certain ideas, concepts, business processes, designs, surveys, sequences, and other works of authorship developed by OWNER (the "Ideas"), for the purpose evaluating the Ideas for purpose of evaluating the potential of developing the OWNER's \_\_\_\_\_, hereby agree as follows:

**1. Non-Use and Non-Disclosure.** RECIPIENT will maintain the Ideas and information concerning the Ideas obtained from OWNER in strict confidence, and, without the prior written consent of OWNER, shall not use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of OWNER, any Ideas disclosed to RECIPIENT under this Agreement for a Period of 5 years. RECIPIENT shall carefully restrict access to the Ideas to those of RECIPIENT'S professional advisors who clearly need such access in order to participate on behalf of RECIPIENT in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with OWNER. RECIPIENT may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that RECIPIENT will take reasonable steps to give OWNER sufficient prior notice of that request for Disclosing Party to contest that request, requirement or order. The Parties agree that the Ideas shall not include ideas, concepts, designs, and other works of authorship that (a) are now or subsequently become generally available to the public through no fault or breach on the part of the RECIPIENT; (b) RECIPIENT can demonstrate to have had rightfully in RECIPIENT'S possession prior to disclosure to RECIPIENT by OWNER; (c) is independently developed by RECIPIENT without the use of any of OWNER'S Ideas; or (d) RECIPIENT rightfully obtained from a third party who has the right to transfer or disclose that information.

**2. Ownership of the Ideas.** All Ideas and all intellectual property rights therein remain the property of OWNER, and no license or other right to the Ideas is granted or implied hereby.

**3. Injunctive Relief.** RECIPIENT understands and acknowledges that any disclosure or misappropriation of any of the Ideas in violation of this Agreement may cause OWNER irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that OWNER shall have the right to apply to a court of competent jurisdiction for an order restraining any further disclosure or misappropriation, and for such other relief as Disclosing Party shall deem appropriate. This right of OWNER shall be in addition to the remedies otherwise available to OWNER at law or in equity.

**4. Return of Ideas.** RECIPIENT shall immediately return to OWNER all Ideas of OWNER recorded in any medium, and any and all records, notes and other written, printed or tangible materials pertaining to the Ideas upon receipt of a written request from OWNER.

**5. Binding on Successors.** This Agreement and RECIPIENT'S obligations hereunder shall be binding upon the representatives, assigns and successors of RECIPIENT and shall inure to the benefit of the assigns and successors of OWNER.

**6. Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

**7. Entire Agreement.** This Agreement constitutes the sole understanding of the parties with respect to the subject matter of the Agreement, and may not be amended or modified except in writing signed by both of the Parties.

Executed on \_\_\_\_\_, at \_\_\_\_\_, California.

OWNER

RECIPIENT

\_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Dean Koci