



ORACLE INDEPENDENT CONSULTANTS LLC
GRC, SECURITY AND CONTROLS SPECIALISTS

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and effective on _____, 2015 by and between Oracle Independent Consultants LLC (OIC) (“Owner”) and _____ (“Recipient”).

1. Confidential Information.

Owner proposes to disclose certain of its confidential and proprietary information (the “Confidential Information”) to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified as such within thirty (30) days of disclosure. Nothing herein shall require Owner to disclose any of its information.

2. Recipient's Obligations.

(a) Recipient's Treatment of Confidential Information. Recipient agrees that the Confidential Information is considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

(b) Tangible Confidential Information. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes contemplated by this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient; Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

(c) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that Recipient demonstrates:

- (i) was available or became generally available to the public other than as a result of a disclosure by Recipient; or
- (ii) was available, or became available, to Recipient on a non-confidential basis prior to its disclosure to Recipient by the Owner or Owner's representative, but only



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if such information was not made available through a breach of confidentiality owed to Owner;

(iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement, provided, that Recipient shall: (A) provide Owner with prompt notice of any such request(s) so that Owner may seek an appropriate protective order or other appropriate remedy, and (B) provide reasonable assistance to Owner in obtaining any such protective order. If such protective order or other remedy is not obtained or Owner grants a waiver hereunder, then Recipient may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of counsel reasonably acceptable to Owner, Recipient is legally compelled or is otherwise required to disclose; provided, that Recipient shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so disclosed; or

(iv) was independently developed by Recipient without breach of this Agreement.

3. Term.

The obligations herein shall be binding upon Recipient for ten (10) years from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

5. No Publicity.

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.



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6. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Texas and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

7. Entire Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. No Assignment.

Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

9. Severability.

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete there from the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Agreement will remain in full force and effect.

10. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

Owner:
Roger Drolet
CEO & President
Oracle Independent Consultants LLC (OIC)
2218 Briary Trace Court
Lewisville, TX 75077



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Recipient's Name and Address:

Print Name

Street Address

Suite or Apartment Number

City, State and Zip Code

11. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

12. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[Signature Page Follows]



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

RECIPIENT:

Name: Roger L. Drolet

Name: _____

Title: President

Title: _____