



12310 Pinecrest Road, Suite #306, Reston, VA 20191  
Ph: 1.800.846.1619: Fax: 626.628.1956

**NON DISCLOSURE NON COMPETE AGREEMENT**

THIS NON DISCLOSURE NON COMPETE AGREEMENT ("Agreement") is made and entered into, for good and valuable consideration, as of ( ) by and between Red Hill Ventures, LLC dba Take Five Consulting ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party") (each individually "the Party" and collectively "the Parties").

This NON DISCLOSURE NON COMPETE AGREEMENT pertains to the information contained within the following presentation. This particular presentation that you are about to view is specifically about a product that Take Five Consulting is developing called "Client Centric". All the information including the concept, design, factual information included in the presentation are proprietary of Disclosing Party which is confidential and is not intended to be discussed or shared with another party.

1. **Purpose.** The Parties desire to enter into an agreement to protect information that may be exchanged or shared by Take Five Consulting in regards to the products it is building and specifically a product called "Client Centric". All information exchanged between the parties during the course of preliminary contract negotiations relating to potential business services that may subsequently be agreed to by and between the parties, as more fully identified as Confidential information. At no time is the receiving party to disclose any confidential information including the concept, design or factual information included in the presentation.

The Parties desire to enter into an agreement to protect information that may be exchanged between them during the course of preliminary contract negotiations relating to potential business services that may subsequently be agreed to by and between the parties, as more fully identified in Exhibit A, attached hereto and incorporated herein. In connection with such discussions and negotiations, Disclosing Party may disclose its Confidential Information (as defined herein) to the Receiving Party. All information that you are about to read about in the presentation provided by Take Five Consulting/Vinu Pillai pertains of the product called "Client Centric". Any and all information that you will receive during this presentation in written format verbally, visually through presentation and all telephonically should be considered confidential information.

2. **Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, business plans, products, services, employees, customers, markets, software, source code, object code, documentation, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, business methods, strategies, marketing or finances, disclosed by the Disclosing Party (whether in writing, orally, or in any form or medium) to the Receiving Party (whether before or after the Effective Date) which the Disclosing Party designates as confidential (whether orally or in writing), or which, given the totality of the circumstances, the Receiving Party has, or should have, reason to believe is proprietary, confidential, or competitively sensitive. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Receiving Party; or (iii) is approved for general release by the Disclosing Party in writing. The burden of proving any of the foregoing exceptions rests with the party invoking such exception.

3. **Non-Use and Non-Disclosure of Confidential Information.** Receiving Party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use. Receiving Party will not disclose any Confidential Information to any third parties for any reason without the prior written consent of the Disclosing Party, and shall not use the Confidential Information in any way detrimental to the Disclosing Party. Access of Confidential Information may be granted only to employees, independent contractors, officers, directors and other representatives of the Receiving Party collectively (“Representatives”) who agree to be bound by the terms of this Agreement. The Receiving Party will take all reasonable actions, by instruction, written agreement, or otherwise, to cause such Representatives to comply with the terms and conditions of this Agreement. The Receiving Party will also take all reasonable steps to protect the secrecy and confidentiality of and avoid disclosure or use of the Disclosing Party’s Confidential Information, including implementing the most stringent security measures that the Receiving Party uses to protect its own Confidential Information. Moreover, the Receiving Party agrees that it will not make or cause to be made copies, reproductions, or derivative works of any kind from the Confidential Information, absent express written permission of the Disclosing Party. The Receiving Party will be responsible for any breach of this Agreement with respect to the Confidential Information it has received from the Disclosing Party (including breach by its Representatives, if any) and in addition to the foregoing will, at its sole expense, take all reasonable measures including, but not limited to, court proceedings, to prohibit or prevent unauthorized disclosure or use of the Confidential Information. Receiving Party agrees to notify Disclosing Party in writing of any misuse or misappropriation of Confidential Information that may come to its attention.
4. **Mandatory Disclosure.** In the event that Receiving Party or its respective Representatives are requested or required by legal process to disclose any of the Confidential Information of the Disclosing Party, it shall give prompt notice so that the Disclosing Party may seek a protective order or other appropriate relief prior to any such disclosure. In the event that such protective order is not obtained, Receiving Party shall disclose only that portion of the Confidential Information that its legal counsel advises that it is legally required to disclose, and shall work with the owner of such Confidential Information to minimize the extent and effects of such disclosure.
5. **Return of Materials.** Upon request by the Disclosing Party, the Receiving Party shall: (a) return to the Disclosing Party all copies of tangible Confidential Information in its possession; (b) use commercially reasonable efforts to destroy all Confidential Information stored in electronic form; and (c) if so requested by the Disclosing Party, deliver to the Disclosing Party a certificate executed by one of its duly authorized Representatives confirming compliance with the return or destruction obligations set forth herein.
6. **No Obligation.** Nothing herein shall obligate the parties to proceed with any transaction between them. Neither this Agreement nor the disclosure or receipt of Confidential Information constitutes or implies any promise or intention by either party to enter into a contractual relationship of any kind, including, but not limited to, a partnership, agency, employment, or joint venture relationship with the other party hereto.
7. **No License / No Liability or Warranty.** Nothing in this Agreement is intended to grant any rights to Receiving Party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant Receiving Party any rights in or to the Confidential Information, except the limited right to review such Confidential Information pursuant to the terms of any agreement(s) entered into between the parties.
8. **Term.** This Agreement shall commence as of the Effective Date first written above, and continue in effect until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Receiving Party.
9. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to or application of California’s conflict of law principles. The parties consent to the jurisdiction of the State of California, and venue in the County of Los Angeles, with regard to any controversy or claim arising out of or relating to this Agreement.
10. **Alternative Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American

Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. **Remedies.** The Parties understand and agree that money damages will not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party will be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach by a Receiving Party of this Agreement but will be in addition to all other remedies available at law or in equity to the Disclosing Party. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

**12. General Provisions.**

- a. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and any purported assignment in violation of this provision will be void. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and permitted assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the Disclosing Party.
  - b. **No Waiver.** Both parties understand and agree that no failure or delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.
  - c. **Severability.** If any court determines that any provision(s) of this Agreement is invalid, such determination will not affect the validity of any other provision(s) of this Agreement, which will remain in full force and effect and will be construed so as to be valid under applicable law. Without limiting the foregoing, the parties specifically acknowledge that the nondisclosure and confidentiality terms and conditions in this Agreement are severable and if any of them are held invalid or unenforceable for any reason, any such term or condition will be adjusted or reduced only to the extent necessary to cure any invalidity and to protect the interests of the Disclosing Party to the fullest extent of the law.
  - d. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and the parties hereto may execute this Agreement by signing such counterpart.
  - e. **Execution.** Signatures transmitted via facsimile shall be acceptable, valid, and binding as original signatures.
  - f. **Entire Agreement / Interpretation.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof; incorporates and merges any and all previous agreements, understandings, and communications (oral or written) with respect to the subject matter of this Agreement; and may not be modified, amended, or waived except by a specific written instrument duly executed by the parties. Section headings in this Agreement are for reference only and shall not be construed as modifying any terms or conditions herein.
13. **Notice.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Take Five Consulting:

If to [Insert Name]:

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Non-Compete Agreement on the date set forth above.

Take Five Consulting: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Mr. Vinu Pillai  
Title: Chief Technology Officer  
Work email: [vinu@takefiveconsulting.com](mailto:vinu@takefiveconsulting.com)  
Phone: 1.800.846.1619