



Cornerstone Solutions, Inc. Nondisclosure Agreement

Cornerstone Solutions, Inc. (Cornerstone) hereby warrants, represents, covenants, and agrees as follows:

1. **Engagement.** In the course of Cornerstone's engagement with any Client, it is understood that we may or will have access to or learn certain information belonging to Client that is proprietary and confidential (Confidential information).
2. **Definition of Confidential Information.** Confidential information as used throughout this Agreement means any secret or proprietary information relating directly to Client's business and that of Client's affiliated companies including but not limited to products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, trade "know-how", trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation and other business affairs of Client and Client's affiliated companies and subsidiaries.
3. **Nondisclosure.** Cornerstone agrees that we will keep strictly confidential all Confidential Information and will not, without Client's express written authorization, use, sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose.
4. **Return of Material.** Upon receipt of a written request from Client, Cornerstone will return to Client all copies of samples of Confidential Information that are in Cornerstone's possession.
5. **Obligation Continues Past Term.** The obligations imposed on Cornerstone shall continue with respect to all Confidential Information following the termination of the business relationship between Cornerstone and Client, and such obligations shall not terminate until such material shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by Cornerstone or Cornerstone's agents, servants, officers, or employees.
6. **Equitable Relief.** Cornerstone acknowledge and agrees that a breach of the provisions of Paragraph 3 or 4 of this Agreement would cause Client to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Cornerstone agrees that Client shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provisions thereof, such right being in addition to all other rights and remedies that are available to Client at law, in equity, or otherwise.
7. **Invalidity.** If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of any of the other provisions and applications therein shall not in any way be affect or impaired.
8. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by the party to be charged.
9. **Controlling Law.** This Agreement, regardless of where made, shall be construed and enforced in accordance with the internal laws of Texas, applicable to agreements to be executed and performed wholly within said State.

A handwritten signature in cursive script that reads 'Susan Clark'.

Susan Clark, President
Cornerstone Solutions, Inc.