

Expert Witness Solutions Non-Disclosure Agreement
For consulting and Project Assignments

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Client (“Discloser”) is willing to disclose to _____ and its affiliates (“Recipient”) certain trade secrets, proprietary technology and/or proprietary know-how relating to the business operations of Discloser (hereinafter, the “Proprietary Information”), solely for the purpose of Recipient’s evaluation of such Proprietary Information in anticipation of a mutually agreeable, negotiated business relationship between Discloser and Recipient. As a condition to, and in consideration of furnishing Recipient with the Proprietary Information, and for other good and valuable consideration, the receipt and sufficiency of which Recipient hereby acknowledges, Recipient hereby agrees as follows:

1. The Proprietary Information will be used solely for the purpose of evaluating a possible business relationship between Discloser and Recipient and will not be used by Recipient in any way directly or indirectly detrimental to Discloser or any of its subsidiaries, or for the purpose of competing with Discloser or any of its subsidiaries directly or indirectly in any capacity whatsoever, and such information will be kept strictly confidential by Recipient and its Representatives described below, and will not be disclosed by Recipient or its Representatives in any manner, except that Recipient may disclose the Proprietary Information or portions thereof to those of its directors, officers, employees and representatives of its legal and accounting advisors (the persons to whom such disclosure is permissible being collectively called the “Representatives”) who need to know such information for the purpose of evaluating a possible business relationship between Discloser and Recipient. Recipient agrees to be responsible for any breach of this Non-Disclosure Agreement by its Representatives. In the event that Recipient or any of its Representatives are requested or become legally compelled (by oral questions, deposition, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Proprietary Information, they shall cooperate with Discloser and shall provide Discloser with prompt prior written notice of such request or requirement so that Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Non-Disclosure Agreement. In the event that such protective order or other remedy is not obtained, or if Discloser waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Proprietary Information in which it is advised by a written opinion of counsel as legally required and such disclosure will not result in the liability hereunder, unless such disclosure was caused by or resulted from a previous disclosure by Recipient or its Representatives that was not permitted by this Non-Disclosure Agreement.

2. The term "Proprietary Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Recipient or its Representatives), (ii) was available to Recipient on a non-confidential basis from a source other than the Discloser, provided that its source is not and was not directly or indirectly bound by a confidentiality agreement with Discloser or otherwise prohibited from transmitting the information to Recipient or its Representatives by a contractual, legal or fiduciary obligation, or (iii) has been independently acquired or developed by Recipient without violating any of its obligations under this Non-Disclosure Agreement.

3. Recipient will keep a record of the Proprietary Information forwarded to it and of the location of such Proprietary Information. If a business relationship involving Discloser and Recipient is not consummated, or if Discloser so requests, Recipient promptly will return to Discloser all originals of the Proprietary Information in its possession or in the possession of its Representatives, and will destroy all copies thereof.

4. Recipient understands and acknowledges that Discloser is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information, and none of Discloser or any of its respective officers, directors or agents will have any liability to Recipient or any person resulting from Recipient's or its Representatives' use of the Proprietary Information.

5. Recipient agrees to indemnify Discloser against any and all losses, damages, claims or expenses, including reasonably attorneys' fees, incurred by Discloser as a result of Recipient's failure to maintain the confidentiality of the Proprietary Information.

6. This Non-Disclosure Agreement is for the benefit of Discloser and its directors, officers, stockholders, owners, affiliates and agents and their respective successors and assigns. This Non-Disclosure Agreement will be governed by the laws of the State of California, without giving effect to the conflicts of laws principles thereof.

It is understood and agreed that no failure or delay by Discloser in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

The foregoing accurately sets forth all of the terms of your engagement, and is approved and accepted.

Expert Signed: _____ Dated: _____
Expert Name: _____

Client Signed: _____ Dated: _____
Client Name: _____

Case Title: _____