



An Official United States Agent Firm for Foreign Establishments

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NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement"), is entered into between [fill in firm name] (the "Company")

[fill in address, city, province, country] and Gordon Y. Harnack, dba Oracle Consulting Group ("Oracle"), 5398 Golder Ranch Rd., Ste. 1, Tucson, AZ 85739, Oracle's offices.

Oracle and the Company agrees as follows:

- 1. Confidential Fees. The Company acknowledges that Oracle's fees are confidential and the Company agrees to treat all discussions of fees and any and all fee and payment information confidential and exempt from any disclosure.
2. Confidential Information. Oracle acknowledges that The Company may disclose confidential or proprietary information to Oracle during the discussion of Oracle's United States Agent services and, later, during the performance of these and other consulting services, such confidential and/or proprietary information The Company deems to be valuable information and any unapproved release could cause The Company harm.
a. Oracle agrees not to use the confidential information for any purpose except as required in the discussion and execution of Oracle's United States Agent or other consulting services for The Company, this would include any release required by U.S. Federal law or U.S. Food and Drug Administration regulations.
b. Oracle agrees to return any written, printed, or electronic Confidential Information provided by the Company and/or any other property of the Company, at the completion or termination of any consulting services, or at any time Oracle is provided with a written request by the Company for the return of the Company's written, printed, or electronic Confidential Information and/or any other property of the Company used in the execution of any consulting services by Oracle.
c. Both parties acknowledge that any later consulting services agreement shall either include this Agreement by reference or shall include sufficient Confidential Information non-disclosure clauses to supersede this Agreement.
3. Entire Agreement. This Agreement contains the entire Agreement between the parties and may be amended only by written agreement by both parties.
4. Severability. It is agreed that the covenants of this Agreement are severable, and that if any single clause or clauses shall be found to be unenforceable, the entire Agreement shall not fail but shall be construed and enforced without any severed clauses in accordance with the tenor of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Oracle and the Company have knowingly executed this NON-DISCLOSURE AGREEMENT on the date indicated below.

ATTEST: for [Company Name]
(Date) [Name, Title] Date:

Print Name/Title:

ATTEST: for ORACLE CONSULTING GROUP
Date:

Gordon Harnack, Managing Consultant