PERFORMANCE ADVANTAGE

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Trade Secret Nondisclosure Agreement

AMERICAN PSYCHOLOGICAL ASSOCIATION, SOCIETY FOR HUMAN RESOURCE MANAGEMENT, TEXAS PSYCHOLOGICAL ASSOC.

The Recipient hereby agrees as follows:

1. The Recipient shall observe strict secrecy with respect to all information presented by *Performance Advantage* (Owner) and the Recipient's evaluation thereof and shall disclose such information only to persons authorized to receive same by the Owner. The Recipient shall be responsible for any damage resulting from any breach of this Agreement by the Recipient.
2. The Recipient shall neither make use of nor disclose to any third party during the period of this Agreement and thereafter any such trade secrets or evaluation thereof unless prior consent in writing is given by the Owner.
3. This Agreement covers only information not previously known to the Recipient from other sources or otherwise in the public domain. If the Recipient has prior knowledge of any alleged trade secrets disclosed by the Owner, the Recipient will notify the Owner of such knowledge within 30 days, specifically identifying in writing the alleged trade secrets involved and the source of any such public information while maintaining confidence with regard to information owned by others.
4. At the completion of the work performed by the Recipient or upon written notice from the Owner, the Recipient shall return all original materials provided by the Owner and any copies and notes or other documents which are in the Recipient's possession pertaining thereto.
5. This Agreement does not apply to any information reflecting any violation of law, nor does it apply to disclosure which might be required of the Recipient by order of any court of law.
6. This Agreement shall be binding on all of the Owner's trade secrets but not those trade secrets which the Owner makes public through publication or product announcement.
7. Nothing herein shall be construed as granting to the Recipient any interest of license to the information, nor under any patent, patent application or any copyright heretofore or hereafter granted or filed in which the Owner now has or subsequently obtains any right, title or interest.
8. This Agreement is executed, delivered and performed within the State of Texas, and shall be construed, interpreted and applied in accordance with the laws of that State. The court and authorities of the State of Texas and the Federal District Court for the Northern District of Texas shall have sole jurisdiction and venue over all controversies which may arise with respect to the execution, interpretation and compliance with this Agreement.
9. This Agreement, including this provision hereof, shall not be modified or changed in any manner except only be writing signed by both the Owner and the Recipient.

Performance Advantage and Jeffrey K. Lyons are the sole owners of **Talent Engineering Technology®** and related **Profiling, 7-Step Coaching, and Success** resources (technology). *Performance Advantage* and Jeffrey K. Lyons retain ownership of the technology and associated tests, performance models, assessment tools, and training programs. We reserve all rights not expressly granted to you. Duplication of the copyrighted materials and processes/technology outside your organization is strictly prohibited without the written consent of *Performance Advantage*.

Effective: _____ (Today's Date).

Recipient: _____ (Print Name)

Title: _____

_____
(Signature)