



Mutual Non-Disclosure Agreement:

1. Definition of Confidential Information

- a. "Confidential Information" means any information, technical data or know-how (either oral, written, or digital), provided or prepared by either party to the other party (including either party's directors, officers, employees, agents, Customers, service partners or representatives) or obtained by either party from the other (including either party's directors, officers, employees, agents, or representatives of the other) in connection with a constructive or actual Relationship between Centre and Receiving Party. The Parties are willing to mutually disclose to certain Confidential Information, all in accordance with the terms and conditions of this Agreement. "Confidential Information" means any confidential or proprietary information of a Party (the "Disclosing Party") that is disclosed in any manner and in any media to the other Party (the "Receiving Party") in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary" or is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (b) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement; and (ii) all types of proprietary technical or business information, including, but not limited to, trade secrets, commercial, operational, legal, contractual, financial, economic, accounting, marketing, development, technical, engineering, seismic, geological and geophysical data, maps, models, designs and interpretations; know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, reports, pricing, research, analyses, ideas, discoveries, inventions, improvements, codes, flow charts, logic diagrams, databases, engineering, hardware configuration information, software and other types of nonpublic information; information about employees, vendors, customers and competitors; nonpublic third-party information entrusted to a Party or its affiliated companies in confidence; and any notes, summaries, interpretations, interpolations, syntheses or other material derived from or generated in connection with any of the foregoing types of data and information, regardless of the manner maintained, recorded or documented.
- b. Healthcare, PCI DSS and Financial Service Industry Information. The Parties recognize that both protected health information ("PHI") and sensitive personally identifiable information ("PII") have heightened regulatory and compliance standards in relation to the confidentiality, integrity and availability of these types of information. The Parties acknowledge and agree to keep these types of information confidential as long as required by State, Federal and/or International law.
- c. 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; or,
 - ii. Prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the receiving party; or,
 - iii. Is expressly approved by the disclosing party, in writing, for release; or,
 - iv. Comes into the possession of the receiving party from a third party that was not, to the recipient's knowledge, subject to any confidentiality restriction.
- d. In consideration of such disclosures by Centre and Receiving Party, each of the Parties agree that the other Party's Confidential Information shall be kept strictly confidential and shall not be sold, traded, published, or otherwise disclosed to anyone in any manner whatsoever, including by means of electronic media, photocopy or reproduction ("Nondisclosure Restrictions") without the prior written consent of the Disclosing Party, except as provided for in Paragraph 3 below.

2. Non-Disclosure of Confidential Information.

- a. Each party hereby agrees not to use or disclose any Confidential Information provided to it by or obtained by it from the other party for any reason including its own use of for any purpose except to carry out discussions concerning, and the undertaking of, the Relationship. Neither party will, except as required by law or court order, disclose any Confidential Information of the other party to *unrelated* third parties or to employees, agents or professional advisors of the party receiving Confidential Information, except employees, agents or professional advisors who are required to have the information in order to carry out the discussions in connection with and regarding the undertaking of the Relationship. Each party will have or has had employees or Receiving Party to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the disclosing party sign a nondisclosure or similar agreement in content substantially similar to this Agreement. Each party agrees that it will take all reasonable measures to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilizes to protect its own Confidential Information of the disclosing party immediately after such misuse or misappropriation.
 - b. The Receiving Party may disclose the Confidential Information to (a) any Centre Affiliate, (b) its employees, officers and directors, and (c) any of its affiliated companies' employees, officers and directors, in each case to the extent such persons have a clear need to know in order to evaluate the Transaction. Each of the Parties shall be responsible for ensuring that all persons and companies to whom the Confidential Information is disclosed shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. "Centre Affiliate" shall mean, with respect to either Party, any other entity directly or indirectly controlling or controlled by, or under common control with, such Party. "Control" (including the terms "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
 - c. Each of the Parties shall only use or permit the use of the Confidential Information it receives hereunder in accordance with the parameters of the constructive or actual relationship.
3. Non-Solicitation – Each party hereby covenants and agrees not to use or disclose Confidential Information, directly or indirectly, on its own behalf for its own benefit or together with, through, or on behalf of any other person, partnership, corporation, trust, association, or other entity, exclusive of the other party in order to (i) call upon, solicit, contract with, or accept customers from time to time of the other party, or any affiliated company of the other party existing on this date, for the purpose of providing products or services that utilize or are derived from the other party's Confidential Information, including but not limited to consulting, advisory or assessment services to those customers; (ii) induce any employee, Receiving Party or agent of the other party or an affiliated company thereof to terminate that employment or agency and seek or accept employment or agency elsewhere; (iii) induce or attempt to induce any customer of the other party or an affiliated company thereof to terminate or cancel that relationship; or (iv) induce or attempt to induce any supplier of products to the other party or an affiliated company thereof to individually curtail or cease doing business with Centre or any affiliated company thereof. Nothing in the foregoing sentence shall prohibit either party from seeking exclusive relationships with customers or suppliers. The Receiving Party and Centre agree that there will be instances where it makes sense for best customer results for Receiving Party to refer business or partner with Centre and vice versa. In those cases, the parties will execute a separate written agreement.
4. Return of Materials. Any materials or documents which have been furnished by one party to the other in connection with the Relationship will be promptly returned by the receiving party, accompanied by all copies of such documentation, within ten (10) days after:
- a. The Relationship has been terminated; or
 - b. The written request of the disclosing party.
 - c. Within ten (10) days of receipt of any such notice, the Receiving Party shall return or destroy (or cause to be destroyed) all Confidential Information of the other Party (including all copies and reproductions (both written and electronic)) in its possession. Notwithstanding the foregoing, it is agreed by the Parties that each of the Parties and its affiliated companies may retain (1) copies of such Confidential Information as is included in materials presented to their respective board of directors (or similar management body) in connection with the evaluation of the Transaction, (2) any Confidential Information contained in back-up computer records for the period such records are normally archived, and (3) such copies of Confidential Information as required by applicable law.

5. Ownership of Confidential Information. All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except limited to the right to review such Confidential Information in connection with the proposed Relationship between the parties. Further, both parties agree not to reverse engineer attempt to reverse engineer, decompile or disassemble any computer software programs or devices supplied by the other party. All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.
6. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of:
 - a. Five (5) years following the date of this agreement; or,
 - b. With respect to any particular item of Confidential Information, three (3) years from the date on which such Confidential Information is disclosed under this Agreement.
7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.
8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, notwithstanding conflict of law provisions; and shall be binding upon the Parties to this Agreement in the United States and worldwide.
9. Venue. The Parties hereby agree to Harris County, Texas, Dallas County, Texas, or Travis County Texas as the three exclusive jurisdictions in which to resolve legal disputes.
10. Invalidity. If a provision of this Agreement is determined by a court to be invalid, the Parties agree that the other provisions remain effective and valid.
11. Remedies. Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable harm to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.
12. Import and Export Control Laws. Each Party will comply in all material respects with all known applicable export and import control laws and regulations in its delivery and use of Confidential Information. In particular, neither Party will knowingly export or re-export Confidential Information in violation of (1) applicable economic sanctions laws administered and enforced by the U.S. Office of Foreign Assets Control (OFAC) (available as of the date hereof at <http://www.treas.gov/offices/enforcement/ofac>) or (2) the denied persons list maintained by the U.S. Department of Commerce (available as of the date hereof at <http://www.bis.doc.gov/dpl/default.shtm>). The OFAC is part of the U.S. Department of the Treasury and is responsible for "administer[ing] and enforce[ing] economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes." The Parties shall advise in writing (i) of the appropriate export classification codes of Centre Confidential Information and any related technical information that will be supplied, including, if applicable, the specific Export Control Classification Number (ECCN) or the EAR99 designation, whichever applies, and (ii) whether any Centre Confidential Information and any related technical information requires an export license.
13. **NEITHER PARTY SHALL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR ORDINARY NEGLIGENCE. ORDINARY NEGLIGENCE IS GENERALLY REGARDED AS THE FAILURE TO BEHAVE WITH THE LEVEL OF CARE THAT SOMEONE OF ORDINARY PRUDENCE WOULD HAVE EXERCISED UNDER THE SAME CIRCUMSTANCES. SEE THE RESTATEMENT (THIRD) OF TORTS.**

14. Attestation. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose its Confidential Information to the Receiving Party (or its representatives). Neither Party makes any representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information it discloses to the other Party hereunder, and each of the Parties expressly acknowledges the inherent risk of error in the acquisition, processing and interpretation of data. Except pursuant to the first sentence of this paragraph, neither Party, nor its affiliated companies, and their respective officers, directors, employees, accountants, attorneys, bankers, advisors, consultants and agents shall have any liability whatsoever with respect to the use of or reliance upon such Party's Confidential Information by the other Party except as may be provided in another agreement between the Parties.
15. This Agreement comprises the full and Complete Mutual Nondisclosure Agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto relating thereto, whether written or oral, expressed or implied, in relation to the specifications contained herein. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties.