

The following is what we have provided in Elite's Consulting Services Agreement that is signed by all consultants working for Elite. Let me know if you need anything further.

V. CONFIDENTIAL INFORMATION

During the Term, Company promises to furnish Consultant certain Confidential Information or material. The term "Confidential Information" means information or material which is proprietary to Company, whether or not owned or developed by Company, and which includes without limitation, trade secrets, business records and plans, ideas, models, memoranda, written notes, marketing plans, photographs, sketches, inventions, and/or products.

VI. CONFIDENTIALITY AND NONDISCLOSURE

The Confidential Information is a valuable, special and unique asset owned by Company which provides Company with a significant competitive advantage, and needs to be protected from improper disclosure. Improper Disclosure shall mean disclosure of Confidential Information which, if in the hands of a competitor, could provide a competitor of Company, a competitive advantage over Company.

In exchange for promising to provide Consultant with Confidential Information, Consultant understands, agrees, and promises to hold in confidence and to not disclose the Confidential Information to any person, entity, or third-party without the prior written consent of Company. Consultant further understands, agrees, and promises not to use the Confidential Information after Consultant's services to Company are terminated. Consultant, his agents, employees, and/or representatives will not at any time or in any manner, either directly or indirectly, disclose or use any Confidential Information for personal gain or divulge, disclose, or communicate in any manner, any information that is Confidential Information to any third party, unless expressly authorized to do so by Company. The confidentiality and nondisclosure provisions of this Section shall remain in full force and effect during the Term and perpetually after the effective date of the termination of Consultant's services. In addition, Consultant agrees that:

- i. **No Copying/Modifying.** Consultant will not copy or modify any Confidential Information without the prior written consent of Company.
- ii. **Application to Agents/Representatives.** Consultant will not disclose or use upon termination of Consultant's services any Confidential Information to any of Consultant's agents, employees, and/or representatives, unless expressly authorized to do so by Company. If Company authorizes such disclosure, each agent, employee, and/or representative shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Company.
- iii. **Return of Confidential Information.** Upon a written or oral request by Company, Consultant shall immediately return to Company all written, digital, recorded and/or printed materials containing any Confidential Information. Consultant shall also deliver to Company written statements signed by Consultant and his agents, employees, and/or representatives certifying that all materials containing Confidential Information have been returned within five (5) calendar days of the request.