**Confidentiality Agreement**

I recognize and acknowledge that The Goodkind Group (“Goodkind”) and any Client of Goodkind that I may be assigned to (“Client”) possess certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of Goodkind and the Client relating to their products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, client information, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain, or (b) information that subsequently becomes public. I agree that all of the Confidential Information is and shall continue to be the exclusive property of Goodkind and/or the Client, whether or not prepared in whole or in part by me and whether or not disclosed to or entrusted to my custody. I agree that I shall not, at any time following the execution of this Agreement, use or disclose in any manner any Confidential Information of Goodkind or the Client unless agreed to in writing by Goodkind. **I understand that my obligation not to disclose Confidential Information outlives the duration of each assignment**.

**Further**, I agree that I will not accept employment or any engagement directly or indirectly, from any Client to whom Goodkind has referred me without the prior written consent of Goodkind.

**And**, I will notify Goodkind in the event of any offer of permanent or temporary employment or any other engagement that is made to me by a Client.

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| **AGREED TO:** |
| **Signature of Applicant:** |  |
| **Print Name:** |  |
| **Date Signed:** |  |