**INTERN CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (“**Agreement**”) is entered into between COMPANY NAME and INTERN NAME, an intern of COMPANY NAME (“**Intern**”).

## COMPANY NAME is willing to disclose to Intern certain information regarding the confidential, privileged, private and/or sensitive business, legal work and proprietary processes of COMPANY NAME (hereinafter “**Confidential Information**”). This Confidential Information is being provided with the explicit understanding that the information is privileged and confidential, owned by COMPANY NAME and is provided to Intern in relation to Intern’s internship with COMPANY NAME.

## This Agreement is intended solely to set forth the terms and conditions upon which the Confidential Information is being given to Intern.

## In consideration for the internship provided by COMPANY NAME to Intern as well as the disclosure referred to in Paragraph 1 hereof, Intern, for Intern and Intern’s representatives and/or agents, agrees to hold the Confidential Information in strict confidence and not to disclose any part thereof to any person without the express written consent of COMPANY NAME, except as permitted in Paragraph 4. Intern agrees that no part of the Confidential Information shall be reproduced, and that in the handling and storage of the Confidential Information, Intern will employ controls, protections and safeguards at least as stringent as a reasonable prudent person would employ in the handling and storage of his or her confidential proprietary data and information.

## Intern shall be entitled to disclose the Confidential Information only if required by Court order or government regulation or rule; provided that Intern shall notify COMPANY NAME of any demand for the production of such Confidential Information, unless notification is prohibited by law.

## Intern agrees to indemnify and hold COMPANY NAME harmless from any and all claims or causes of action, damages, costs and expenses (including attorney’s fees) brought against COMPANY NAME by any third-party as a result of the unauthorized disclosure or re-disclosure by Intern of any information contained in the Confidential Information.

## The term of this Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed this Agreement on the date or dates noted below.

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| **INTERN** | **COMPANY NAME:** |
| Name: |  | Name: |  |
| Signature: |  | Title: |  |
| Date: |  | Signature: |  |
|  |  | Date: |  |