

Exhibit B

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between Heidrick & Struggles, Inc., a Delaware Corporation (hereinafter H&S), and the undersigned (hereinafter "Second Party").

WHEREAS, H&S has been investing considerable capital, time and effort in establishing and developing computer programs and hardware configurations to computerize certain areas of its executive recruiting process including, without limitation, H&S's client/search history, and information relating to individuals who may contact H&S or be contacted by H&S; and has confidential and proprietary information relating thereto; and

WHEREAS, H&S at times receives information from its clients and others which H&S is obligated to treat as confidential or proprietary; and

WHEREAS, Second Party in the course of its association with H&S will have access to certain of said confidential and proprietary information pertaining to computer programs and hardware configurations and to the business affairs of H&S.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the association with H&S of Second Party, the parties hereto agree as follows:

1. "Confidential Information" shall mean information relating to computer programs and hardware configurations of a proprietary and confidential nature, whether communicated orally or in writing, including without limitation, concepts, techniques, new systems-software planning, processes, designs, circuits, cost data, computer programs, and other technical know-how disclosed by H&S to Second Party or obtained by Second Party through observation or examination of H&S's facilities or procedures. Confidential Information shall also include any information of a confidential nature concerning H&S's financial information, H&S's clients or the business and employees of H&S and any information H&S has received from others, which H&S is obligated to treat as confidential or proprietary.

2. Second Party acknowledges that irreparable injury and damage will result from disclosure to third parties, or utilization for purposes other than those connected with its association with H&S, of Confidential Information.

3. Second Party shall not, without the prior written consent of H&S, disclose any Confidential Information to any third party and shall not use the Confidential Information except pursuant to and in the course of Second Party's association with H&S, provided, however, that Second Party shall have no liability to H&S under this Agreement with respect to the disclosure and/or use of any such Confidential Information which:

(a) Second Party can establish has become publicly known without breach of this Agreement by Second Party, or

(b) has become known by or available to Second Party prior to H&S's disclosure of such information to Second Party, as evidenced by written documents received by Second Party

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(prior to H&S's disclosure to Second Party) from anyone, including Second Party's employees, agents, or representatives, or

(c) has become known by or available to Second Party subsequent to H&S's disclosure of such information to Second Party from anyone, including Second Party's employees, agents, or representatives, where the original source of such information was not H&S or persons associated or affiliated with H&S.

4. Second Party agrees that any disclosure of Confidential Information within Second Party's own company shall be only such as necessary to accomplish the purpose of Second Party's association with H&S. Second Party shall take all such security precautions to protect from disclosure and to keep confidential the Confidential Information as may be necessary, including without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions of access by other persons to Confidential Information.

5. Second Party shall return all written material, photographs, and all other documentation made available or supplied by H&S to Second Party, and all copies and reproductions thereof, on request.

6. Second Party shall not make or use any copies, synopses or summaries of oral or written material, photographs, or any other documentation or information made available or supplied by H&S to Second Party except such as are necessary for Second Party's association with H&S or as are necessary to accomplish the purpose of Second Party's association with H&S. Second Party shall not disclose to any third party the fact of Second Party's relationship with H&S unless H&S, in writing, signed by H&S's President or Secretary, first approves the disclosure.

7. H&S retains all rights and remedies afforded it under the patent and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

8. During the term of this agreement Second Party will be prohibited from providing any similar services to the following designated competitors of H&S: Korn/Ferry, Russell Reynolds & Associates, Spencer Stuart, Egon Zehnder International, Lamalie Amrop International, Ray & Berndston, LAI Ward Howell International, and A.T. Kearney Executive Search, or any other firm engaged in executive search.

9. This Agreement sets forth the entire agreement and understanding of the parties and merges all prior discussions between them as to Confidential Information. Neither party may be bound by any definition, condition, representation or waiver other than as expressly stated in this Agreement or as subsequently set forth in writing signed by the parties hereto.

10. This Agreement shall be governed by the laws of the State of Illinois as applied to contracts entered into and to be performed within the State of Illinois.

11. Second Party's obligations under this Agreement shall terminate five (5) years from the date the Confidential Information was obtained.

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12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 16th day of May, 2011.

HEIDRICK & STRUGGLES, INC.

By: /s/ L. Kevin Kelly

SECOND PARTY

By: /s/ Richard W. Pehlke