[**The Executive**](https://www.lawinsider.com/clause/confidentiality) recognizes and acknowledges that certain assets of the Company constitute Confidential Information. The term "Confidential Information" as used in this Agreement shall mean all information which is known only to the Executive or the Company, other employees or others in a confidential relationship with the Company and any persons controlling, controlled by or under common control with the Company (each, an "Affiliate") and their respective employees, officers and partners), and relating to the Company' or any Affiliate's business (including, without limitation, information regarding clients, customers, pricing policies, methods of operation, proprietary computer programs, sales, products, profits, costs, markets, key personnel, formulae, product applications, technical processes, and trade secrets), as such information may exist from time to time, which the Executive acquired or obtained by virtue of work performed for the Company, or which the Executive may acquire or may have acquired knowledge of during the performance of said work. The Executive agrees that at all times during his employment and thereafter (including periods after the term of this Agreement), he will keep and maintain all Confidential Information and all of the affairs of the Company and its Affiliates confidential, and will not, except (1) as necessary for the performance of his responsibilities hereunder or (2) as required by judicial process and after three days prior notice to the Company unless required earlier by a court order or a legal requirement, disclose to any person for any reason or purpose whatsoever, directly or indirectly, all or any part of the Confidential Information of the Company and its Affiliates. The Executive is not bound by the restrictions in this paragraph with respect to any information that becomes public other than as a consequence of the breach by the Executive of his confidentiality obligations hereunder or is disclosed without an obligation of confidentiality. The Executive can disclose all information to his personal advisors subject to becoming liable for any violation by them of Executive's confidentiality obligations.