

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This Non-Disclosure and Non-Solicitation Agreement ("Agreement") is made effective as of DATE ("Effective Date") by and between

COMPANY ("Company") and NAME OF COMPANY with offices at ADDRESS OF COMPANY ("Contractor")

In consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Confidential Information.**

1.1 Contractor agrees not to use, apply, disclose, reveal or otherwise make available to any third party, unless authorized in writing by an authorized officer of Company, any and all information, whether communicated orally or in writing, or confidential or proprietary information or trade secrets regarding Company and its Clients, including (without limitation), the Work Product and Clients' products, designs, business, financial condition and plans, customers, or method of operation, learned by Contractor during the term of this Agreement ("Confidential Information"). Contractor shall not copy, duplicate, replicate, decompile or reverse engineer in any manner whatsoever (whether physically, electronically, in writing or otherwise), in whole or in part, any part of the Confidential Information without the prior written consent of Company or the applicable Client, which consent shall be in Company, or the applicable Client's sole and absolute discretion, and will immediately notify Company or the applicable Client in writing of any unauthorized disclosure of the Confidential Information. Confidential Information shall not include information which: (a) is or becomes generally available to the public through no wrongful act of Contractor; (b) was in the Contractor's possession prior to the time it was acquired from Company or the applicable Client and which was not directly or indirectly acquired from Company or the applicable Client; (c) is independently made available as a matter of right to Contractor by a third party; or (d) is required to be disclosed by an order of a court of competent jurisdiction. Confidential Information that comprises a combination of features shall not be within any of the exceptions set forth above merely because individual features are known or received by Contractor or are in or fall into the public domain, but only if the combination is known or received by the Contractor or is in or falls into the public domain.

1.2 In the event that the Contractor receives a request to disclose all or any part of any Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, Contractor shall: (a) promptly notify Company or the applicable Client of the existing terms and circumstances surrounding such a request; (b) consult with Company or the applicable client on the advisability of taking steps to resist or narrow such request; (c) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as Contractor is advised by counsel is legally required to be disclosed; and (d) cooperate with Company or the applicable Client, at Company or the applicable Client's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information

that is required to be disclosed. Contractor agrees to take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information and to prevent accidental disclosure of Confidential Information.

- 1.3 Contractor shall destroy or return all Confidential Information in his/her possession, without retaining any copies thereof: a) at any time upon Company's request; and b) immediately upon termination of Contractor's employment with Company.

2. **Nonsolicitation.** During the term of this Agreement, and for a period of twelve (12) months thereafter, Contractor will not directly or indirectly, other than through Company, solicit, contract with, or engage or provide Services to Client as identified within Exhibit A – Work Order, without the prior written consent to Company. Contractor also agrees during the term of this Agreement, and for a period of twelve (12) months thereafter, Contractor will not directly or indirectly, other than through Company, solicit for hire, contract with, or engage or receive the Services of, any Staff of Company or Client, without the prior written consent to Company. The terms "Staff of Company" and "Staff of Client" are defined in Section 3.1.

3. **Intellectual Property.**

- 3.1 Contractor shall promptly disclose to Company all Intellectual Property. "Intellectual Property" shall mean inventions (patentable or not), technical developments, ideas, concepts, designs, processes, documents, data, written materials and other copyrightable works, and all other proprietary or intellectual property rights that Contractor conceives, develops, reduces to practice, and/or makes solely or in conjunction with others in the course of Contractor's employment with Company, including (without limitation) while working with clients on behalf of Company. Contractor covenants that in the course of performing such services it will not use or provide to Company or any client any Intellectual Property of Contractor or any third party, including (without limitation) proprietary code or open source code, and will not enter into open source license agreements or re-engineer any third party code.

- 3.2 Contractor shall irrevocably transfer and assign to Company or Client complete ownership of all right, title, and interest in Intellectual Property together with ownership of all patent applications, patents, trademarks and copyrights which Company may desire to secure with respect to such Intellectual Property. Contractor agrees that during Contractor's employment and thereafter, Contractor shall cooperate with Company in all respects in procuring such patents, trademarks, and copyrights and do all things, including execution of all documents that Company deems necessary to the process. The Contractor and Company acknowledge that from time to time, Company is required to enter into contracts or agreements with its clients that require Company to obtain contractual commitments from Company's contractors who provide services to clients requiring those contractors to transfer their right, title, and ownership interests in any Intellectual Property to clients, instead of to the Company. Contractor agrees that upon that request of Company, Contractor shall irrevocably transfer and assign to any client designated by Company all right, title, and interest in such Intellectual Property rights, upon terms and conditions, as Company determines.

4. Miscellaneous.

- 4.1 Definitions of Staff. For the purposes of this Agreement, the term "Staff of Company" shall mean any employee or employees, or independent contractor or contractors, with whom Company has had an employment or independent contractor arrangement. The term "Staff of Client" shall mean any employee or employees of the Client, or any independent contractor or contractors, with whom Client has had an employment or independent contractor relationship. The term "Staff of Contractor" shall mean any employee or employees with whom Contractor has had an employment relationship.
- 4.2 Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm or entity without the prior written consent of Company, which consent may be withheld in the sole and absolute discretion of Company. Any attempted assignment in violation of the foregoing shall be deemed null and void *ab initio*. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and permitted assigns.
- 4.3 Modification. This Agreement may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties. The failure of either party to exercise any right or the waiver of either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected, and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 4.4 Equitable Remedies. The parties recognize that money damages cannot be an adequate remedy for any breach or threatened breach of any obligation under this Agreement involving Confidential Information or other proprietary rights. The parties therefore agree that in addition to any other remedies available under this Agreement, by law or otherwise, the non-breaching party shall be entitled to an injunction against any breach by the breaching party of such obligations without the necessity of posting bond. Contractor agrees to do such further acts and to execute and deliver such additional agreements and instruments from time to time as Company may at any time reasonably request in order to assure and confirm unto Company its rights, powers and remedies conferred in the Agreement.
- 4.5 Notices. Any notice, consent or other communications in connection with this Agreement shall be in writing and delivered in person, by registered mail or by a nationally recognized courier to the address for the party as set forth on the first page hereof. If hand delivered, the notice will be effective upon delivery. If served by mail,

4.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to any conflict of laws provisions, and shall be deemed to have been delivered, executed and performed wholly within the State of Maryland. Any legal or equitable action of whatever nature arising out of or related to this Agreement shall be brought solely in an appropriate state or federal court located in Baltimore, Maryland; provided, however, that either party may enforce any judgment rendered by such court in any court of competent jurisdiction. Contractor hereby consents to (and waives any challenge or objection to) personal jurisdiction and venue in the State of Maryland.

(title)