

- a. In the performance of Your job/duties with your Employer, You will be exposed to the Employer's confidential information. "Confidential Information" means information or material that is commercially valuable to the Employer and not generally known or readily ascertainable in the industry. This includes, but is not limited to;
- i. Technical information concerning Employer's products and services, including production know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
  - ii. Information concerning Employer's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - iii. Information concerning Employer's employees, including salaries, strengths, weaknesses and skills;
  - iv. Information submitted by Employer's customers, suppliers, employees, contractors, consultants or co-venture partners with Employer for study, evaluation or use; and
  - v. Any other information not generally known to the public which, that if misused or disclosed could reasonably be expected to adversely affect the Employer's business.
- b. You shall not divulge the Employer's confidential information or a part of it whether or not prepared or developed by him or any other employees. You will not disclose such information to anyone outside the Employer without the Employer's prior written consent nor will You make use of any Confidential Information for your own personal purposes or benefit or for the purpose or benefit of any other person other than the Employer.
- c. Your obligation to maintain the confidentiality and security of Confidential Information remains even after employee's engagement with the Employer ends and continues for so long as such confidential information remains a trade secret.
- d. Any misappropriation of any of the confidential information in violation of this clause which may cause the Employer irreparable harm, the amount of which may be difficult to ascertain, the You agree that the Employer shall have the right to apply to a Court of competent jurisdiction for an order you from any