Non-Disclosure & Confidentiality Agreement

In consideration of (continued) employment with (the “Company”),

I, , hereby enter into this Non-Disclosure & Confidentiality Agreement (“Agreement”) and agree and acknowledge:

1. That, during the course of my employment, there may have access to certain trade secrets and confidential information of the Company; said trade secrets and confidential information may include but is not limited to:
   1. Technical information, including methods, processors, formulae, compositions, inventions, machines, computer programs, and research projects.
   2. Business information, including customer lists, pricing data, sales and financial information, sources of supply, and marketing, production, merchandising systems or plans; business plans; client lists; intellectual property holdings; correspondence, both internal and external in nature; email, computer files, software, data, research, and techniques and business processes; and licensing and other legal agreements.
2. I shall not, during or at any time after the termination of my employment with the Company with respect to trade secrets, so long as they retain that character, and for two (2) years after the termination of my employment with the Company with respect to other confidential information, use for myself, divulge to others, or permit or allow to be used for my benefit or to be divulged to others, such trade secrets or confidential information. I shall not compete unfairly with the Company during the term of my employment or at any time after the termination of my employment with the Company.
3. That upon the termination of my employment with the Company:
   1. I shall return to the Company all documents relating to the Company, including but not limited to all drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company’s business, or in any way obtained by me during the course of my employment. I further agree that I shall not retain any copies, electronic or otherwise, nor allow any third party to examine or make copies, of the foregoing.
   2. The Company may notify any future or prospective employer of mine of the existence of this Agreement.
   3. This Agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its representatives, successors, and assigns.
   4. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be

restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and otherwise deemed deleted, and (ii) the remaining terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect.

* 1. In the event of any breach of this Agreement, the Company would be inadequately compensated by money damages alone and therefore shall additionally be entitled to injunctive or other equitable relief, in addition to any other existing remedy the Company may have at law, and I hereby consent to the same and acknowledge and agree that such action may be reasonably required to protect Company’s legitimate business interests.
  2. Any work product developed for the Company or during my employment with the Company, including, without limitation, patents, trademarks, and copyrights, shall and hereby is irrevocably assigned by me to Company in its entirety, without further compensation other than my regular compensation as an employee of the Company.
  3. This Agreement shall be construed and enforced in accordance with the laws of the State of and of the United States of America. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

Dated this day of , 20 .

IN WITNESS WHEREOF, I understand and agree to this agreement and have signed below to indicate my acknowledgment of, and agreement to, the terms of this agreement:

Employee Name

Employee Signature AGREED AND ACCEPTED:

Company Name

Company Representative Name & Title

Company Representative Signature