

EMPLOYEE CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

DEVCENTER INNOVATION

(The Disclosing party)

AND

"Name of Employee"

(The receiving party)

Please note that this is to ensure full and strict compliance to our business model, ethics, culture, values, character and trade secrets

Prepared by:

Bon Accord Solicitors Esq.

EMPLOYEE MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made between two parties,

EMPLOYEE_NAME.....

and **DEVCENTER INNOVATION INC.** Both parties wish to discuss the viability and/or feasibility of a business relationship and wish to prevent the unauthorised use and disclosure of their confidential proprietary information.

1. COMPANY-CONFIDENTIALITY.

I acknowledge that in the course our discussions, I will gain access to and may gain possession of Confidential Information (as defined below) of the company. I agree to keep all Confidential Information strictly confidential and not to use Confidential Information for any purpose or disclose Confidential Information to any person, employee, company or entity except as expressly authorised by and for the benefit of the company or employee.

"Confidential Information" shall mean any confidential or proprietary information of the company, including, but not limited to, *any technical and scientific information, any information relating to software architecture, design or code, any research and development information, any plans or projections, any customer lists, employee lists, advertiser lists, supplier lists, customer sales analyses, price lists, trade secrets, data, employee details, any information supplied to the other party under a Non-Disclosure Agreement, company/product intellectual properties, any other non-public information concerning the other party's business, and any software or information purchased by or licensed to the other party.*

Confidential Information shall not include:

- (a) Information disclosed publicly in published materials, except where such information has been collected or analysed, or
- (b) Information generally known to the public.
- (c) Confidential Technology Intellectual Property for its Products, Business and Services

2. RETURN OF PROPERTY (PHYSICAL & INTELLECTUAL). At the time that our discussions, contracts and employment terminate, or at any other time that the disclosing party so requests (**EMPLOYEE_NAME**) will turn over to the other party all property of the disclosing party and all Confidential Information in any form. I will not keep any copies, notes or abstracts of such technology materials.

3. AGREEMENT TO DISCLOSE. **EMPLOYEE_NAME**..... agree to disclose promptly to the disclosing party or its authorised agent all information regarding real or potential security, technology and market risks to the Confidential Information as soon as is possible.

4. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon both parties, their successors and assigns, heirs, executors, administrators and legal representatives.

5. NEED-FOR-THIS-AGREEMENT.

EMPLOYEE_NAME..... agree that because of the nature of the other our business, the restrictions contained in this Agreement are reasonable and necessary in order to protect the legitimate interests of the company and the employee.

6. REMEDIES. **EMPLOYEE_NAME**..... understand that if **Devcenter** violate any provision of this agreement relating to their employees Confidential Information, or to its

duty to co-operate in matters relating to protection of intellectual property, the other party will suffer immediate and irreparable injury.

7. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.
8. APPLICABLE LAW. This Agreement is subject to, and construed and interpreted in accordance with, all local laws. Both parties irrevocably submit to the exclusive jurisdiction of the any local Courts.
9. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements between us relating to this subject matter. This Agreement may not be amended or altered except by a writing signed by both parties.
10. NON-COMPETE. **EMPLOYEE_NAME**..... agrees that because of the nature of our business/product/services and business secrets, he/she cannot ***enter into any other working relationship with a competing company/vendor or company producing the same products as our company, employee can also not*** develop, claim to own, produce and market ***any*** same products or similar product/ IP and its unique features in any market, industry or client within in-definite period as it will be termed as a violation of the NON-COMPETE terms. ***Employee is not allowed to have any work/contract relations with any of our clients, staff or vendors 3 years after separating from us.***
11. I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, AND THAT I FULLY **UNDERSTAND THE IMPLICATIONS** AND AGREE TO ALL OF ITS TERMS.

[Signature]

[Name] DEVCENTER INNOVATION

Date of this Agreement

Date Accepted by **EMPLOYEE NAME**

[Signature of

Name of Team

