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## Non-Disclosure Confidentiality Agreement

In consideration of being employed by \_\_\_\_\_ (the "Company"),

I, \_\_\_\_\_, hereby agree and acknowledge:

1. That, during the course of my employment, there may be disclosed to me or I may otherwise be exposed to certain trade secrets and confidential information of the Company; said trade secrets and confidential information consisting of:

- a) Technical information, including methods, processors, formulae, compositions, inventions, machines, computer programs, and research projects.
- b) Business information, including customer lists, pricing data, sales and financial information, sources of supply, and marketing, production, merchandising systems or plans, and business plans; client lists; intellectual property holdings; correspondence, both internal and external in nature, email, computer files, software, data, research, techniques, and licensing and other legal agreements.

2. I shall not during, or at any time after the termination of my employment with the Company, use for myself, divulge to others, or permit or allow to be used for my benefit or to be divulged to others, any trade secrets, confidential information, or any other data of the Company in violation of this agreement.

3. That upon the termination of my employment with the Company:

- a) 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.
- b) The Company may notify any future or prospective employer of the existence of this agreement.

c) 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 successors, and assigns.

d) 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 (ii) the remaining terms, provisions, covenants, and restrictions of this agreement shall remain in full force and effect.

e) In the event of any breach of this agreement, the Company shall have full rights to injunctive relief, in addition to any other existing rights, and I hereby consent to any such application.

f) All labor and work product provided shall be construed as WORK MADE FOR HIRE as that phrase is understood by United States law and established by Title 17 of the United States Code Section 101.

g) 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 \_\_\_\_\_, 200\_\_.

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

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Company Representative Name & Title

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Company Representative Signature

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