

EMPLOYEE NON-DISCLOSURE AGREEMENT

Company:

Employee Name:

Recitals:

WHEREAS, the Company possesses certain Confidential Information (defined below) that is valuable, sensitive, and proprietary; and WHEREAS, Employee desires to be employed by the Company and acknowledges the confidential and proprietary nature of such information; NOW, THEREFORE, in consideration of Employee's employment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees as follows:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by the Company to Employee, whether oral, written, electronic, or otherwise, including but not limited to business plans, financial data, customer lists, pricing, marketing plans, product designs, trade secrets, inventions, processes, formulas, data, computer programs, and all other information that has commercial value or is otherwise confidential.

2. Non-Disclosure and Non-Use

Employee agrees to hold all Confidential Information in strict confidence and to not disclose, publish, or disseminate such information to any third party without the prior written consent of the Company. Employee further agrees not to use any Confidential Information for any purpose other than in the course and scope of employment with the Company.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes generally available to the public other than through unauthorized disclosure by Employee; (b) was rightfully in Employee's possession prior to disclosure by the Company; (c) is lawfully obtained by Employee from a third party without restriction; or (d) is independently developed by Employee without use of or reference to Confidential Information.

4. Return of Materials

Upon termination of employment or upon the Company's request, Employee shall promptly return all documents and materials containing Confidential Information and all copies thereof, in any form.

5. Term

This Agreement and Employee's duty to hold Confidential Information in confidence shall remain in effect during the term of Employee's employment and for a period of five (5) years following the termination of employment.

6. No License

Nothing in this Agreement grants Employee any rights in or to the Confidential Information except as expressly set forth herein.

7. Remedies

Employee acknowledges that breach of this Agreement may cause irreparable harm to the Company for which monetary damages may be inadequate. Therefore, the Company shall be entitled to equitable relief, including injunctive relief, in addition to all other remedies available at law or in equity.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without

regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and negotiations, whether written or oral.

10. Amendments and Waivers

Any amendment or waiver of any provision of this Agreement must be in writing and signed by both parties.

11. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. No Employment Guarantee

Nothing in this Agreement shall be construed as a guarantee of continued employment or as a contract of employment for any specific duration.

13. Employee Acknowledgment

Employee acknowledges that Employee has read and understood this Agreement, has had the opportunity to consult with legal counsel, and agrees to be bound by its terms.

COMPANY REPRESENTATIVE SIGNATURE

Printed Name:

Title:

Date:

Signature: _____

EMPLOYEE SIGNATURE

Printed Name:

Date:

Signature: _____

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