AGREEMENT NOT TO DISCLOSE TRADE SECRETS

1. Introduction.
Employer_____
Employee_____

2. Consideration for Agreement. In consideration of Employee's employment by the Company/ Employer, Employee agrees to the following TERMS AND CONDITIONS:

3. Acknowledgment That Certain Papers, Lists, Processes and Policies are Trade Secrets. Employee acknowledges that the following items used in Employer's business are secret, confidential, unique, and valuable; were developed by Employer at great cost over a long period of time; and disclosure of any of these items to anyone other than Employer's officers, agents, or authorized employees will cause Employer irreparable injury:

(a) Customer lists, call lists, sales tools and procedures, and other confidential customer data;

(b) Memoranda, notes, records, and other confidential technical data;

(c) Sketches, plans, drawings, and other confidential research and development data;

(d) Manufacturing processes, chemical formulae, and the composition of Employer's products; or

(e) Other:_____

4. Agreement Not to Disclose Information. Employee will not disclose to anyone, other than Employer's officers, agents, or authorized employees, unless otherwise directed in writing by Employer any of the items listed above or any of Employer's other confidential information or trade secrets, whether developed before or after the date of this Agreement.

5. Information Developed by Employee. The restrictions contained in this Agreement include confidential in-formation and trade secrets developed by Employee while employed by Employer.

6. Agreement Binding After Employment Ends. This Agreement will not terminate upon the termination of Employee's employment. Its terms and conditions will be binding upon Employee following the termination of Employee's employment, regardless of the reason for such termination.

7. Return of Secret and Confidential Material Upon Termination of Employment. Upon termination of Employee's employment for any reason, Employee at once will return to Employer all of Employer's secret and confidential material that is in Employee's possession or control.

8. Agreement Benefits Employer's Successors, Assigns, Affiliates, and Subsidiaries. This Agreement will inure to the benefit of Employer and Employer's subsidiaries, affiliates, successors, and assigns.

9. Enforcement of Agreement. This Agreement can be enforced by Employer and by Employer's subsidiaries, affiliates, successors, and assigns. Either equitable relief or damages at law or both may be sought for breaches or threatened breaches of this Agreement.

10. Applicable Law. This Agreement will be interpreted in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, Employee has signed this Agreement on this date at _____.

_____ Date_____
Employee