EMPLOYEE NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between _____, a _____ corporation, ("Employer"), and _____ ("Employee"), effective as of the date set forth below.

WITNESSETH: The parties hereto, intending to be hereby legally bound, agree as follows:

1. **General.** The Employee may be receiving from Employer information of a non-public nature for use by the Employee in connection with his or her employment by Employer.

2. **Confidential Information Defined.** The parties acknowledge that in the course of the employment of Employee, the Employee may receive certain confidential information from or about Employer or its affiliates, including but not limited to technical, financial and business information and models, names of potential customers, proposed business transactions with third parties, reports, plans, market projects, software programs, data and other confidential and proprietary information relating to Employer or its business whether provided orally or in writing. All such technical, financial or other business information thus supplied by Employer to Employee, or learned by Employee in the course of his or her employment with the Employer, is hereinafter called the "Information". The term "Information" as used herein also includes the fact that the Information has been made available to or is being inspected or evaluated by Employee.

3. **Exclusions from Definition.** The term "Information" as used herein does not include any data or information which is already known to the Employee at the time of his or her employment.

4. **Nondisclosure Obligation.** The Employee receiving any Information shall keep such Information confidential and shall not disclose such Information, in whole or in part, to any person without the express consent of the Employer, either during or after the employment of employee has ended.

5. **Nonuse Obligation.** In addition to its obligation of nondisclosure hereunder, the Employee agrees that he or she will not, directly or indirectly, attempt to appropriate or otherwise take for its or other parties' benefit the business opportunity of Employer or information learned either during or after the

employment of Employee is ended.

6. **Ownership.** Return of Information. All Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of Employer. Within ten (10) days following the receipt of a written request from Employer the Employee will deliver to Employer all Information received from Employer.

7. **Applicability to Others**. The obligations of the Employee hereunder of non-disclosure and non-use shall extend to its employee, and the heirs and family of Employee.

8. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties have executed and delivered this Nondisclosure Agreement effective as of the date of execution by the last party to execute this Agreement as set forth below.

Employer:

_____

By: _____

Title: _____

Employee:

_____
Signature

Name: _____