

## EMPLOYEE NON-DISCLOSURE AGREEMENT

**FOR GOOD CONSIDERATION**, and in consideration of being employed by [COMPANY], the undersigned employee hereby agrees and acknowledges:

1) That during the course of my employment there may be disclosed to me certain trade secrets of the [COMPANY]; said trade secrets consisting but not limited to:

a) Technical information: Methods, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

b) Business information: Proprietary materials of any kind whatsoever in any form whatsoever, audio/visual materials, client lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2) I agree that I shall not during, or at any time after the termination of my employment with [COMPANY], use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of [COMPANY] in violation of this agreement.

3) That upon the termination of my employment from [COMPANY]:

a) I shall return to [COMPANY] all documents and property of [COMPANY], including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to [COMPANY,S] business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b) [COMPANY] may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

4) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of [COMPANY], its successors and assigns.

Signed and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)