

Nondisclosure and Non-Solicitation Agreement

Nondisclosure and Non-Solicitation Agreement is made and entered into as of the _____, by and between _____. (henceforth referred to as _____ or Company) a _____ corporation with principal offices at _____ and _____ a _____ corporation/Independent Contractor (henceforth referred to as Contractor) with principal offices at _____.

WITNESSETH

WHEREAS, the Company desires to induce the Contractor to serve the Company for the period provided in this Agreement, and the Contractor is willing to serve the Company, all in accordance with the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the premises hereof and the mutual covenants contained herein, the parties hereto hereby covenant and agree as follows:

Confidential Information and Non-Solicitation. The Contractor agrees that he shall not at any time divulge, communicate, use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any Confidential Information (as hereinafter defined) pertaining to the business of the Company. The Contractor acknowledges that any Confidential Information or data now or hereafter acquired by him with respect to the business of the Company shall be deemed a valuable, special and unique asset of the Company that was received by him in confidence and as a fiduciary, and the Contractor agrees to remain a fiduciary to the Company with respect to all of such information. For purposes of this Agreement, "Confidential Information" means any and all information or data about the Company or its business disclosed to the Contractor, or known by him as a consequence of or through the services provided to the Company, prior to or after the date hereof, whether in tangible or intangible form (including information conceived, originated, discovered or developed by the Contractor), and not generally known to the public. Confidential Information shall include, but not be limited to: (i) information concerning products, the production processes, sales and marketing operations, budgets, or financial position or condition; (ii) information concerning proprietary processes; (iii) the names and backgrounds of key personnel, suppliers, distributors, manufacturers and customers, and any and all information relating to contracts and agreements with such persons, however documented, current and anticipated customer

requirements, price lists, commission information, market studies, business plans, concepts, ideas, designs, methods, new products, business opportunities and marketing timetables; (iv) information concerning the past, current and planned business, strategy, operations and affairs of the Company, which includes historical financial statements, financial projections and budgets, historical and projected income, capital spending budgets and plans and the like and (v) other confidential or non-public information concerning the copyrights, trademarks, trade names, service marks, inventions, patents, trade secrets, products, designs, process feasibility issues, test results and production facilities of the Company.

During the term of this agreement and for a one year period thereafter, the Contractor shall not, directly or indirectly, for himself or for any other person, firm, corporation, partnership, association or other entity, employ or attempt to employ or enter into any contractual arrangement with any employee of the Company, unless such employee or former employee has not been employed by the Company for a period in excess of one year.

Non-Assignability. Contractor may not assign, transfer, pledge, encumber or otherwise dispose of this Agreement or any of its respective rights or obligations hereunder, without the written consent of the Company, which may be denied in the absolute discretion of the Company. This Agreement shall inure to the benefit of the Company and its successors and assigns and persons acquiring, whether by merger, consolidation, purchase of assets or stock or otherwise, all or substantially all of the Company's assets.

Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and either delivered in person or sent by first class certified or registered mail, postage prepaid, if to the Company, at the Company's principal place of business, and if to the Contractor, at its principal address most recently filed with the Company, or to such other address or addresses as either party shall have designated in writing to the other party hereto.

Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Waiver; Consent. No consent or waiver, express or implied, by any party hereto or of any breach or default by any other party in the performance by the other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party thereto to complain of any act or failure to act of any other party hereto or to declare the other party hereto in default, irrespective of how

long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

Entire Agreement/Modifications. This Agreement constitutes the entire and final expression of the agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date first written above.

Sign



Name

Title

Sign

Name

Title