**NON-DISCLOSURE AGREEMENT**

I, , understand that my position at [COMPANY NAME], hereafter referred to as such, or as “[COMMON COMPANY NAME]” or “the Company”, may give me access to the Company’s valuable confidential and/or proprietary information. Such “Confidential Information” includes, but is not limited to, the Company’s financial records; business, marketing, and strategic plans; customer lists; personnel and payroll records regarding current and former employees; vendors, and suppliers; trade secrets; and any other non-public documents or information regarding the Company’s business operations, services, systems, costs, procedures, processes or practices. Such information, including all records, files, documents, and other sources of information maintained by the Company, is to be considered confidential and/or proprietary and at all times remains the property of [COMMON COMPANY NAME].

In consideration of my position and employment with [COMPANY NAME] I agree that, during the course of my employment and at all times thereafter, I will not divulge such Confidential Information. I specifically agree to keep confidential during my employment with the Company and at all times thereafter, all confidential or proprietary information I have acquired relating to the Company’s business, customers or suppliers.

Company records and files and other Confidential Information are not to be disclosed or provided to any outside party without the express permission of the Company’s President. I agree that I will not make use of any Company information on my own behalf or on behalf of others.

Confidential Information, records and files may not be removed from Company premises without express authorization. In the event that my employment is terminated either by [COMMON COMPANY NAME] or me, I agree to return promptly to the Company all documents and other materials in my possession containing confidential and/or proprietary information. I also understand and agree that, during my employment with the Company, I must be careful to avoid accidental disclosure of Confidential Information, for example, by making sure all confidential papers and files are locked away at night. I agree that, if I am unclear as to whether information I possess is confidential or proprietary, I will discuss this matter with my supervisor. Further, I agree that if I am in doubt as to whether information can be divulged, I will keep this information confidential.

"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity- An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that – (A) is made- (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other processing, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

I agree that the violation of any of the terms or conditions of this Agreement may lead [COMPANY NAME], to take disciplinary action against me, up to and including the termination of my employment, even if I do not personally benefit from the violation. I understand that if I breach this Agreement, the Company reserves the right to avail itself of all legal or equitable remedies to prevent the impermissible use of Confidential Information or to recover damages incurred as a result of the impermissible use of Confidential Information.

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Employee Signature Date

Witness Signature Date