

NON DISCLOSURE AGREEMENT

Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as “Confidential Information”) of or regarding the Company may be discussed between Employee and the Company (hereinafter known collectively as the “Parties”). The provisions outlined in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company’s Confidential Information and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee’s commencement of employment, or continued employment with the Company, the Parties agree as follows

Article II: Confidential Information

A. Definitions. Confidential Information is any material, knowledge, information, and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company’s business.

B. Exclusions. For the purposes of this Agreement, the information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if:

1. The information was publicly known;
2. The information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part or
3. The information was approved for release by the Employer through written authorization.

C. Limitations. Employee shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to the Company and its business. Individuals under the Employee’s command (affiliates, agents, consultants, representatives, and other employees) are bound by and shall comply with the terms of this Agreement.

D. Ownership. All repositories of information containing or in any way relating to Confidential Information is considered the property of the Employer. The removal of Confidential Information from the Company’s premises is prohibited unless prior written consent is provided by the Company. All such items made, compiled, or used by the Employee shall be delivered to the Employer by Employee upon the termination of employment or at any other time as per the Employer’s request.

Disclosing Party

Receiving Party

{{Sig_es_:signer1:signature}}

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