

CONFIDENTIALITY AGREEMENT

This agreement is made between _____
(the "Employee") and _____ (the
"Employer"). The Employee agrees to the terms of this agreement:

- ☐ contemporaneously with and as part of the terms of the Employment Agreement by which the Employee is being hired by the Employer, which Employment Agreement is incorporated by reference.
- ☐ in consideration of the Employee's continued employment by the Employer and additional consideration consisting of _____, which the Employee acknowledges is sufficient consideration paid by the Employer over and above the consideration due to the Employee pursuant to his or her usual terms of employment.

1. The Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future, come into the possession of certain confidential information belonging to the Employer, including, but not limited to, trade secrets, customer lists, supplier lists and prices, pricing schedules, methods, processes, or marketing plans.

2. The Employee hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.

3. Upon termination of employment, the Employee will return to the Employer, retaining no copies, all documents relating to the Employer's business including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, and all other materials and all copies of such materials, obtained by the Employee during employment.

4. Violation of this agreement by the Employee will entitle the Employer to an injunction to prevent such competition or disclosure (posting of any bond by the Employer is hereby waived), and will entitle the Employer to other legal remedies, including attorney's fees and costs.

5. This agreement shall be governed by the laws of _____.

6. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

7. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

8. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

_____.

Employer:

Employee:
