

Nondisclosure (Confidentiality) Agreement

In consideration of _____, Employer, providing _____, Employee, with _____, Employee agrees as follows:

1. Agreement Not to Disclose Confidential Information. I acknowledge that Employer may disclose to me or give me access to confidential information so that I may perform my employment duties. I agree that the confidential information includes Employer's

trade secrets, sales and profit figures, customer lists, relationships with customers, customers, or suppliers, and opportunities for new or developing business. The confidential information may be contained in written materials, such as computer hardware and software, disks, documents, files, drawings, and product specifications. It may also consist of unwritten knowledge, including ideas, research, processes, practices, or know-how. While I am employed by Employer, and afterward, I will not use or disclose to any other person or entity any confidential information or materials (either written or unwritten) except when I am required to do so to properly perform my duties to Employer or as required by law.

Information in the public domain, information generally known in the trade, and information that I acquire completely independently of my services for Employer is not considered to be confidential.

2. Return of Confidential Information. While I am employed by Employer and afterward, I will not, except as performing my duties, remove or copy any confidential information or materials or send anyone in doing so without Employer's written permission. Upon my termination by Employer, or at any time that Employer requests it, I will immediately return all confidential information and materials to Employer.

3. Right to an Injunction. I acknowledge that in addition to receiving or having access to confidential information as part of my employment, I will be in a position of confidence and trust with employees, clients, and customers of Employer. I acknowledge and agree that if I breach or threaten to breach any of the terms of this agreement, Employer will sustain irreparable harm and that Employer will be entitled to obtain an



operation to stop any breach or threatened breach of this agreement.

4. Reasonableness. I acknowledge that the restrictions in this agreement are reasonable and necessary to protect Employer and its confidential information.

5. Survivability. This agreement will survive the termination, for any reason, of my employment with Employer.

6. Entire Agreement. This is the entire agreement between the parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

7. Successors and Assignees. This agreement binds and benefits the heirs, successors, and assigns of the parties.

8. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person;
- (2) by certified mail; or
- (3) by overnight courier.

9. Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of _____.

10. Counterparts. This agreement may be signed by the parties in different counterparts and the signatures pages combined will create a document binding on all parties.

11. Modifications. This agreement may only be modified by a written agreement signed by all the parties.

12. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

13. Severability. If any court determines that any provision of this lease is invalid or



unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Date: _____

Signed: _____

Printed name: _____

Address: _____

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