

NONDISCLOSURE AND NON-COMPETE AGREEMENT

For good consideration and in consideration of being employed by _____
_____ (Company), the undersigned Employee hereby
agrees and acknowledges:

NON-DISCLOSURE

1. That during the course of my employment, in reliance upon this agreement, the Company may disclose to me certain trade secrets of the Company; said trade secrets consisting of, but not necessarily limited to:
 - a. Technical information. Methods, processes, formulas, designs, blueprints, compositions, systems, techniques, inventions, machines, computer programs and research.
 - b. Business information. Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information or any other proprietary data in violation of this agreement.
3. That upon the termination of my employment from the Company I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs and all other materials, and all copies thereof, relating in any way to the Company's business, or in any way obtained by me during the course of my employment. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

NON-COMPETE

4. I agree to not directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of _____ following termination of employment and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or be an employee in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may substantially engage during the time of employment.

The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this _____ day of _____, 20 _____

Employee

For the Company