

EMPLOYEE'S COVENANTS PROTECTING THE COMPANY'S BUSINESS RESOURCES

This Agreement is made between [EMPLOYEE] ("Employee") and [COMPANY] ("the Company"), on [DATE].

Non-Disclosure of Trade Secrets and Other Confidential Information. Employee shall not use any Confidential Information or Trade Secrets which the Employee may receive or create during the course of employment for any other purpose nor disclose at any time. Employee acknowledges that Employee has received, and the Company agrees to continue to provide to Employee on an ongoing basis, certain of the Company's (which, for purposes of all of Employee's covenants under this Agreement, will include legal entities or persons that, directly or indirectly through one or more intermediaries, controls or is under common control of the Company including but not limited to confidential business information ("Confidential Information")). Employee will not divulge, disclose, reveal, or communicate to any other business entity or person any Confidential Information or trade secrets that Employee may have obtained during his employment with the Company concerning any matters affecting or relating to the business of the Company or its business associates, including without limitation customer lists, vendor lists, costs, plans, technology, processes, policies, techniques, trade practices, finances, accounting methods, methods of operations, trade secrets, or other data reasonably considered by the Company or its business associates to be Confidential Information or trade secrets, for so long as such information is not publicly available other than in whole or in part through the efforts of Employee.

Intellectual Property & Developments. The Employee acknowledges and confirms that the Company shall be entitled to own and control all proprietary technology, and financial, operating, and training ideas, processes, and materials, including works of expression and all copyrights in such works, that are developed, created, or conceived by the Employee during the course of this Agreement (collectively referred to as "Developments"), to the extent that such Developments relate to the Company's current or potential business or if such Developments were in any part undertaken in connection with this Agreement or with the Company supplied software or equipment or on the premises of the Company or its customers or contractors. All technology and Intellectual Property of all kind developed directly or indirectly by the Employee or any of the direct subordinates is owned solely by the Company. Accordingly, the Employee hereby agrees to disclose, deliver, and assign all such patentable inventions, discoveries, and improvements, trade secrets, and all works subject to copyright, and further agrees to execute all documents, patent applications, and arrangements necessary to further document such ownership and/or assignment and to take whatever other steps may be needed to give the Company the full benefit of them. The Employee agrees that all copyrightable materials generated or developed under this Agreement, including computer programs and documentation, shall be considered works made for hire under the copyright laws of the United States or other applicable jurisdiction and shall, upon creation, be owned exclusively by the Company. To the extent that any such materials, under applicable law, may not be considered works made for hire, the Employee hereby assigns to the Company the ownership of all copyrights in such materials and waives any related moral rights, without the necessity of any further consideration, and the Company shall be entitled to register and hold in its own name all copyrights in respect of such materials.

Books and Records. Employee will, upon the termination of employment hereunder, surrender and deliver to the Company all property of the Company, including any and all manuals, blueprints,

operating plans, books, records, papers and similar items (including all copies thereof in his possession) that contain information regarding the business of the Company.

Remedies for Breach. Employee stipulates that the covenants contained herein are essential for the protection of the trade secrets, confidential business and technological information, relationships, and competitive position of the Company; that a breach of any covenant contained herein would cause the Company irreparable damage for which damages at law would not be an adequate remedy; and that, in addition to damages and other remedies to which the Company would otherwise be entitled, it will be entitled to whatever injunctive relief is appropriate for any such breach. Employee also agrees that Employee will be responsible for attorney fees and other legal expenses incurred by the Company or its successors or assigns to enforce any of the covenants in this Agreement against Employee provided the Company prevails in such action. The term(s) of any covenant(s) in this Agreement will not run during any time in which Employee is in violation of said covenant(s). The covenants in this Agreement will survive the termination of this Agreement and Employee's employment.

Employee represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

[COMPANY]

EMPLOYEE

Date: _____

Date: _____