

# NON-DISCLOSURE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ a \_\_\_\_\_ corporation and all of its subsidiaries and affiliated organizations (collectively referred to as "Employer") and \_\_\_\_\_ ("Employee").

Employee has this day accepted employment offered by Employer and in consideration of the employment agrees as follows:

1. During the course of employment, Employee shall become aware of certain proprietary methods, practices and procedures with which Employer conducts its business and other information relating to Employer or any of its customers or clients, which information is not generally known outside of Employer. All such information, no matter in what form it is presented or maintained (e.g., electronic, hard copy, visual, auditory, etc.) is hereinafter referred to as "Confidential Information" and shall include without limitation: contracts, business methods, inventions, concepts, trade secrets, proprietary forms, financial information, spreadsheets, marketing information, fee schedules, personnel information, agreements and arrangements Employer has with customers, members or agencies, customer/member lists, expiration dates, and other information of any third party that has been provided to Employer in confidence.
2. Employee will not at any time, either during his/her employment or thereafter divulge, furnish or make available, either directly or indirectly, to any unauthorized person, firm, corporation or other entity any Confidential Information. Employee agrees that all Confidential Information shall be kept strictly and absolutely confidential, and that Employee has no property interest in any Confidential Information.
3. Employee, upon the termination of his/her employment, irrespective of the time, manner or reason of termination, will immediately surrender and deliver to Employer all lists, books, records, memoranda and data of every kind relating to or containing any Confidential Information and all other property belonging to Employer, whether or not such property contains any Confidential Information. Employee also agrees not to retain, in any form, any copies, notes or excerpts of such Confidential Information or other property belonging to Employer.
4. In the event of termination of employment, whether voluntary or involuntary, Employee agrees for a period of three (3) years from date of termination not to solicit, make available, contact or accept business from any existing Employer's customers from the date or having been solicited by Employer or Employee on behalf of Employer from the date of termination, and one year prior to the termination date. For a period of One Hundred Eighty (180) days following termination of this Agreement, Producer/Employee will not publish, distribute, or cause or allow to be published or distributed, notice to any accounts to the effect that "Producer/Employee" is no longer affiliated with Employer or that "Producer/Employee" has relocated his/her business or is affiliated with or employed by any indirect competitor of Employer.
5. Employee acknowledges that a breach of any of the provisions of this Agreement may result in continuing and irreparable damages to Employer for which there may be no adequate remedy at law and that Employer in addition to all other relief available to Employer shall be entitled to the issuance of an injunction restraining the Employee from committing or continuing any breach of this Agreement.
6. If any provision of this agreement shall be determined, by a court having jurisdiction, to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected but shall continue in full force and effect as though such invalid, illegal, or unenforceable provision were not originally part of this Agreement. Notwithstanding the foregoing, if any such provision may be valid, legal or enforceable by modification thereof, the court construing the Agreement may interpret or modify it as may be necessary to ensure its enforceability.
7. This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_, irrespective of the fact that a party hereto may not be a resident of this State.

By signing below, Employee acknowledges that Employee has read this Agreement, understands it, and agrees to be legally bound by this Non-Disclosure Agreement.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_