

**EMPLOYEE CONFIDENTIALITY AGREEMENT**

In consideration of my employment or continued employment by [REDACTED] Inc (together with any parent, subsidiary or affiliate, or any officer, director, member, manager of equity owner thereof the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

**1. RECOGNITION OF COMPANY'S RIGHTS; NONDISCLOSURE.**

At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose or use any of the Company's Proprietary Information (defined below), except as such disclosure or use may be required in connection with my work for the Company, but in no event shall such Proprietary Information be disclosed to third parties, i.e., non-executive employees of the Company, unless an officer of the Company expressly authorizes such in writing. The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data, all financial information, or any other information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) all financial information, trade secrets, trade supplier information, customer information, ideas, processes, data, programs, other works of authorship, intellectual property of any kind, know-how, improvements, discoveries, developments, designs and techniques and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company. The Individual acknowledges, understands and agrees that all such Proprietary Information is solely and exclusively the property of the Company.

**2. THIRD PARTY INFORMATION.**

I understand, in addition, that the Company has received, and in the future will receive, from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and at all times thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (except in connection with my work for the Company), unless expressly authorized by an executive officer of the Company in writing.

**3. COVENANT NOT TO SOLICIT OR COMPETE DURING TERM OF EMPLOYMENT.**

We put innovation  
to work.

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[icreon.com](http://icreon.com)