

[REDACTED] mus fp

(NY)

NON-DISCLOSURE, NON-SOLICITATION AND WORK-FOR-HIRE AGREEMENT

In consideration of your [continued] employment with or provision of services to [REDACTED] FP (the "Company") and for other good and valuable consideration, receipt of which is hereby acknowledged, you agree as follows:

1. In the course of your employment with or provision of services to the Company, you have and will have acquired and have had access to confidential or proprietary information about the Company and/or its clients and/or customers, including but not limited to, trade secrets, methods, models, passwords, access to computer files, financial information and records, computer software programs, agreements and/or contracts between the Company and its clients and/or customers, the Company's client lists, the Company's client contacts, the Company's editorial, marketing and/or creative policies, practices, concepts, strategies, and methods of operations, internal policies, pricing policies and procedures, cost estimates, engagement planning materials, employee lists, training manuals, financial or business projections, and information about or received from clients and other companies with which the Company does business. The foregoing shall be collectively referred to as "confidential information." You are aware that the confidential information is not readily available to the public. You agree that during your employment or provision of services and thereafter, you will keep confidential and not disclose the confidential information to anyone or use it (or cause it to be used) for your own benefit or for the benefit of others, except in performing your duties as our employee or agent. You agree that this restriction shall apply whether or not any such information is marked "confidential."

2. All memoranda, disks, files, notes, records or other documents, whether in electronic form or hard copy (collectively, the "material") compiled by you or made available to you during your employment (whether or not the material contains confidential information) are the property of the Company and shall be delivered to the Company on the termination of your employment or at any other time upon request. Except in connection with your employment, you agree that you will not make or retain copies or excerpts of the material.

3. You agree that your position with the Company requires and will continue to require the performance of services which are special, unique, extraordinary and of an intellectual character and places you in a position of confidence and trust with the clients and employees of the Company. You further acknowledge that the rendering of services to the Company's clients necessarily requires the disclosure of confidential information and trade secrets of the Company. You agree that in the course of your employment with or rendering of services to the Company, you will develop a personal acquaintanceship and relationship with the clients of the Company and a knowledge of those clients' affairs and requirements. Consequently, you agree that it is reasonable and necessary for the protection of the good will and business of the Company that you make the covenants contained herein. Accordingly, you agree that while you are in the Company's employ and for the one year period after the termination of your employment, for any reason whatsoever, you shall not directly or indirectly, except on behalf of the Company:

- (a) attempt in any manner to solicit or accept from any Client (as defined