

Confidentiality and Non-Disclosure Agreement

Dated as of _____

In furtherance of the employment relationship between _____ (“Employer”), a California corporation and _____ (“Recipient”), and in consideration for access to the Confidential Information (which is defined below) of Employer, Recipient hereby agrees to the terms set forth in this Confidentiality and Non-Disclosure Agreement (the “Agreement”). Recipient acknowledges and agrees that the obligations set forth in this Agreement shall extend to its principals, stockholders, officers, directors, employees, agents, attorneys and consultants, and/or anyone acting on Recipient’s behalf.

1. Recipient hereby agrees to hold the Confidential Information in strict confidence, and use the Confidential Information solely as authorized by Employer. Recipient shall not disclose, directly or indirectly, or permit the disclosure of, any or all of the Confidential Information to any other person or entity, except to its responsible persons with a bona fide need to know, and then only to the extent that such authorized persons are subject to written obligations of non-disclosure at least as extensive as this Agreement.

2. Recipient agrees that the Confidential Information provided pursuant to this Agreement is to be used solely for purposes of evaluating potential employment with Employer.

3. In the event of any disclosure of Confidential Information, Recipient shall immediately alert Employer in writing of such disclosure and shall cooperate to the fullest extent with Employer to prevent further disclosure, and to pursue whatever remedies may be available to Employer or to Recipient with respect thereto.

4. Not later than three days after a request by Employer, Recipient shall return all Confidential Information including but not limited to that held by Recipient, that held on behalf of Recipient by others, or that which Recipient provided to others, as well as any physical or electronic copies, notes, interpretations, variations or derivations, partial or otherwise, of such Confidential Information.

5. “Confidential Information” means financial records, employment records, summaries and/or information, trade secrets, computer programs and/or data, software, confidential or proprietary information, and all other knowledge, information, inventions, processes, and/or documents, owned, licensed, developed or possessed by Employer, or provided by Employer to Recipient, whether in tangible or intangible form, the subject matter of which pertains in any manner to Employer’s business, services or products, including without limitation Employer’s research and development, product development, customers and prospective customers, vendors, business relationships, whether past, current, proposed or planned, products and product financing, financial information or measures, costs and pricing, business methods, past, current or future business plans, and intellectual property of any type.

Recipient acknowledges and agrees that unauthorized use or disclosure of the Confidential Information would cause irreparable harm and significant injury to Employer in an amount that would be difficult to ascertain. Therefore, Recipient acknowledges and agrees that in the event of a breach of this paragraph by Recipient, Employer will be entitled to liquidated damages from and against Recipient in the minimum amount of \$50,000 per unauthorized disclosure. Employer shall also be entitled to injunctive relief to enforce

obligations under this Agreement in addition to any other rights and remedies Employer may have at law and in equity. Recipient further acknowledges that any delay or failure to take action by Employer does not constitute a waiver.

6. This Agreement shall be governed by the laws of the State of California (without regard to that body of law known as conflicts of laws), and Recipient hereby consents to jurisdiction of and exclusive venue in the state and federal courts of California. In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to, without limitation, its reasonable costs and attorneys' fees.

7. This Agreement constitutes the entire Agreement between Employer and Recipient relating to this subject matter and supersedes all the other representations, discussions, negotiations and agreements whether written or oral. Nothing contained herein shall change the "at will" nature of Recipient's employment, which may be terminated by either party at any time, with or without cause.

8. This Agreement shall not be amended or modified except by written instrument signed by both parties hereto which makes explicit reference to amending or modifying this Agreement. If any provision of this Agreement is held to be invalid and unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and Employer shall have the right to replace any invalid and unenforceable provision with a valid enforceable provision. This Agreement will remain in effect for the longer of twenty (20) years from the date of the last disclosure of Confidential Information or twenty (20) years from the date of execution of the Agreement, at which time it will terminate.

_____, INC.

Recipient
[Name]

By: _____

Date: _____

Date: _____