

NON-DISCLOSURE AGREEMENT



During my employment with **TargetCW**, and while on assignment to **Client Company**, I may learn confidential information, and other proprietary data and Proprietary Information. I agree to keep as such data and information confidential and to use it only during the time that I am employed by **TargetCW**, while on assignment with **Client Company** and for the benefit of **Client Company**.

I also agree that I will not use for myself or others, or disclose to others (including future employers), any of this information, without the prior express written permission of **TargetCW and Client Company**. This promise will be in effect both during my employment and after the termination of my employment with **TargetCW** and assignment with **Client Company**.

This Agreement is intended to protect **TargetCW and Client Company's** legitimate business interests and does not preclude employees from discussing the terms and conditions of their employment. For example, the information covered by this Agreement includes, but is not limited to, technical information, methods, business information, client lists, pricing data, employment records, financial data, and marketing data.

This Agreement does not apply to any information that:

- Is or becomes publicly known and generally available in public domain through no fault of my own;
- I can show that I possessed prior to my employment with **TargetCW**;
- I received from a third party who was not subject to a similar restriction and whose possession of the information did not breach this or a similar section in another agreement with **TargetCW or Client Company**;
- I can show that I independently developed without use of Proprietary Information

Nothing in this agreement will prevent disclosure required by a government agency, legislative body, or court; provided however, that I first inform **TargetCW and Client Company** of the such requirement to allow either to seek protection against such disclosure.

I also agree that:

- On the termination of my employment from **TargetCW**, and end of assignment with **Client Company**, I will return all company documents, Proprietary Information, and other items belonging to the company. I will not retain copies, notes, or abstracts of these items.
- **TargetCW** may notify other parties of this agreement, including future or prospective employers.
- I will promptly notify **TargetCW and Client Company** of any unauthorized release of trade secrets, confidential information, Proprietary Information, or other proprietary data.
- This agreement does not give me a license to or rights in any of **TargetCW or Client Company's** information.

Print Name of Employee _____

Signature _____ Date _____