

Disclosure Agreement

I have advised EMPLOYER of all contractual restrictions and/or limitations that may affect my ability to work for EMPLOYER in the capacity for which I seek employment with EMPLOYER. Thus, I have advised EMPLOYER of all non-solicitation, non-compete, prohibitions on "raiding" of employees, confidentiality agreements, non-disparagement agreements, and all similar agreements that apply or may apply to me. I have advised EMPLOYER that I have not and will not convert, misappropriate or otherwise take any confidential information, trade secrets, corporate proprietary information or similar information and/or documents, including electronically stored information, of any former employer for any use in working with EMPLOYER.

If I am under a contractual restriction or limitation on my ability to work for EMPLOYER (for example, a non-compete covenant or a prohibition on soliciting customers of a former employer for some period of time), as previously represented, I have fully advised EMPLOYER of such restriction and/or limitation. If I am lawfully permitted to do so, I have provided EMPLOYER with a copy of any such agreement. Further, I shall endeavor at my expense to resolve with my former employer any questions regarding the scope and enforceability of the agreement so that I am able to work with EMPLOYER.

I understand that EMPLOYER has not and will not knowingly authorize, direct, condone, encourage or otherwise assist an employee or prospective employee to violate a lawful contractual restriction or limitation such as a non-compete as well as any applicable state trade secrets act. I further understand that EMPLOYER employees are prohibited from knowingly authorizing, directing, condoning, encouraging or otherwise assisting an employee or prospective employee to violate a lawful contractual restriction or limitation such as a non-compete agreement, as well as any state trade secrets act.

Finally, if I reasonably believe that an EMPLOYER employee is violating this policy, I shall report said belief immediately to EMPLOYER's human resources department in writing.

In the event a former employer or other person should assert a claim against me for allegedly violating any such restriction or limitation or trade secrets act, I understand that EMPLOYER shall not reimburse me for the expense of a defense, including attorneys' fees, and that I shall be solely responsible for any and all defense costs, including attorneys' fees, and for any judgment entered against me.

Finally, in the event a former employer or other person should assert such a claim against EMPLOYER, I shall hold EMPLOYER harmless and shall be responsible to reimburse it in full for its costs and expenses, including fees actually incurred, as well as any judgment entered against or any settlement into which it reasonably enters.

Done this ___ date of ____, 20__.

Signature