

## CONFIDENTIALITY AGREEMENT

This Agreement is made between [EMPLOYEE] ("EMPLOYEE") and AGENCY LEADERSHIP ADVISORS, on [DATE]

EMPLOYEE will perform services for AGENCY LEADERSHIP ADVISORS which may require AGENCY LEADERSHIP ADVISORS to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for AGENCY LEADERSHIP ADVISORS, the business or operations of AGENCY LEADERSHIP ADVISORS, and/or the products, drawings, plans, processes, or other data of AGENCY LEADERSHIP ADVISORS). Accordingly, to protect the AGENCY LEADERSHIP ADVISORS Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows:

A. EMPLOYEE will hold the Confidential Information received from AGENCY LEADERSHIP ADVISORS in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by AGENCY LEADERSHIP ADVISORS.

C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for AGENCY LEADERSHIP ADVISORS.

D. EMPLOYEE will, upon the request or upon termination of his/her relationship with AGENCY LEADERSHIP ADVISORS, deliver to AGENCY LEADERSHIP ADVISORS any drawings, notes, documents, equipment, and materials received from AGENCY LEADERSHIP ADVISORS or originating from its activities for AGENCY LEADERSHIP ADVISORS.

E. AGENCY LEADERSHIP ADVISORS shall have the sole right to determine the treatment of any information that is project specific received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as AGENCY LEADERSHIP ADVISORS may deem appropriate.

F. AGENCY LEADERSHIP ADVISORS reserves the right to take disciplinary action, up to and including termination for violations of this Agreement.

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

**Agency Leadership Advisors:**

**Employee:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_