**Confidentiality Agreement**

1. Parties

This is an agreement between \_\_\_\_\_\_\_\_ (“**we**” or “**us**”) and \_\_\_\_\_\_ (“**you**”).

2. Purpose

In connection with \_\_\_\_\_\_ (the “**Transaction**”), you may obtain or may have already obtained confidential information concerning our business.

3. Confidential Information

Our confidential information includes but is not limited to the following types of information, if not publicly known or readily available to the public:

(a) our customer lists,

(b) information about our customers, including customer needs and preferences,

(c) our prices and how we set our prices,

(d) our profit margins,

(e) information about our employees,

(f) our financial information,

(g) our business plans,

(h) our methods of doing business, and

(i) our inventions and new ideas for technology or methods of doing business.

Our confidential information includes such information that becomes publicly available because of your violation of this agreement.

4. Trade Secrets

Some of our confidential information may also be legally protected as trade secrets.

 5. Confidentiality Agreement

You agree to keep our confidential information confidential. This includes your agreement that you will not:

(a) disclose our confidential information to any third party;

(b) use our confidential information in competition with us;

(c) use our confidential information in any way that harms us; and/or

(d) use our confidential information for your own business advantage.

You will exercise reasonable care to protect the confidentiality of our confidential information. Reasonable care means at least the level of care that you would reasonably use to protect your own confidential information.

6. Returning Information

On our request, you will send us all paper and electronic documents in your possession, custody, or control containing our confidential information and delete all electronic copies.

 7. Exceptions

You may use or disclose our confidential information only in the following situations:

(a) with our specific written consent;

(b) for a legitimate purpose in the course of your employment by us or in performance of a contract with us (if applicable);

(c) in response to a valid subpoena or discovery request in a civil or criminal case, in which case you will promptly give us written notice so we have a reasonable opportunity to take legal action concerning the subpoena if necessary;

(d) in compliance with 18 U.S.C. § 1833(b) (the “whistleblower” provisions of the Defend Trade Secrets Act); and/or

(e) as otherwise required by law.

8. Interpretation

This agreement will be interpreted in a common-sense way to accomplish its purpose of protecting our confidential information. Any rule requiring an agreement to be interpreted against the person who drafted the agreement will not apply to this agreement. You will comply with this agreement in good faith and will not use any unfair arrangement to undermine its purpose.

9. Injunctive Relief

You agree that:

(a) a violation of this agreement will cause us harm that cannot be adequately compensated by a judgment for damages,

(b) the damage caused by such a violation would be inherently difficult to quantify by dollar amount,

(c) we can obtain a temporary restraining order or injunction from a court to enforce this agreement, and

(d) we will not be required to post a bond for a temporary restraining order or injunction to enforce this agreement.

10. Additional Legal Provisions

This agreement cannot be changed or waived by oral agreement; it can only be changed or waived in writing with our signature. Any waiver of this agreement in one circumstance will not apply to any other circumstance. Our refraining from exercising a right under this agreement will not be considered a waiver.

This agreement and any dispute related to this agreement or your employment with us will be governed by Texas law (excluding Texas choice-of-law rules).

In the event of a lawsuit between us that in any way relates to the Transaction, the Confidential Information, or this agreement, you waive the right to a jury trial, and you agree that the state or federal courts (as applicable) in \_\_\_\_\_\_\_\_\_\_ County, Texas will have exclusive jurisdiction.

Your obligation to comply with this agreement continues to apply after the Transaction ends or your relationship with us ends.

This agreement binds and benefits the parties and their heirs, legal representatives, successors, and assigns.

YOU REPRESENT THAT YOU UNDERSTAND THIS AGREEMENT AND ARE SIGNING IT VOLUNTARILY WITHOUT COERCION OR DURESS.

**Agreed:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

COMPANY NAME