

***CONFIDENTIALITY AGREEMENT***

This agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and d/s Services Inc. on \_\_\_\_\_\_\_\_\_\_­ 20\_\_­\_\_.

The above named individual will perform services for d/s Services Inc. which may require d/s Services Inc. to disclose confidential and proprietary information (“Confidential Information”) to the above mentioned individual. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to the services for d/s Services Inc., the business or operations of d/s Services Inc., and/or the products, drawings, plans, processes or other data of d/s Services Inc.) Accordingly, to protect the Confidential Information of d/s Services Inc. that will be disclosed to the above mentioned individual, the individual agrees to the following:

They will hold the Confidential Information received from d/s Services Inc. in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

They will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by d/s Services Inc.

They will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for d/s Services Inc.

They will, upon the request or upon termination of his/her relationship with d/s Services Inc., deliver to d/s Services Inc. any drawings, notes, documents, equipment, and materials received from d/s Services Inc. or originating from its activities from d/s Services Inc.

d/s Services Inc. shall have the sole right to determine the treatment of any information that is part or project specific received from the above named individual, 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 d/s Services Inc. may deem appropriate.

D/s Services Inc. reserves the right to take action for violations of this agreement.

“Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

Immunity-An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Use of Trade Secret Information in Anti-Retaliation Lawsuit-An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Signing below signifies that both parties agree to the terms and conditions of the agreement stated above.

d/s Services Inc.

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Human Resources Date

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Employee Date