



## Confidentiality Agreement

THIS AGREEMENT (the "Agreement") is entered into on this day of \_\_\_\_\_ by and between Legal Placements, Inc., a Consilio Company, and/or its subsidiaries, parents, holding companies, related companies and affiliates (collectively referred to as the "Company") and \_\_\_\_\_

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any and all information, ideas and materials, in whatever form, tangible or intangible, pertaining in any manner to the business of or used by the Company (including, without limitation, any person or entity owned by, or controlled by or affiliated with the Company) or to any other person or entity to whom or to which the Company owes a duty of confidentiality. Confidential Information includes, but is not limited to, any trade secret, data, know-how, knowledge, idea, information and materials relating to the past, present, planned or foreseeable business, products, services, developments, technology or activities of the Company or to any other person or entity to whom or to which the Company owes a duty of confidentiality.
- 2. Restricts on Access, Use and Disclosure.** I will safeguard and maintain the confidentiality, integrity and availability of all Confidential Information at all times. I will use my best efforts to prevent the unauthorized access, reproduction, disclosure, misappropriation or use of Confidential Information by others. I will not download or save any Confidential Information to any personal removable storage device (including but not limited to external hard drives, USB memory devices, PDA's or iPods) or transmit or transfer (via electronic mail or otherwise) Confidential Information off-site or to any non-Company computer system, data storage location or entity.
- 3. Company-Owned Materials.** I also acknowledge that all information generated, received or maintained by or for me on the premises or equipment of the Company (including, without limitation, telephone or computer systems, PDA's and electronic or email or voice mail systems) is the sole property of Company, and I hereby waive any property rights I may have with respect to such information. I further acknowledge and agree that I have no expectation of privacy related to such information or related to my use of the Company's telephone or computer systems (including, but not limited to, stored information and data, e-mail messages, texts, and voicemails) and that my use of, as well as any files or messages on the Company's telephone or computer systems may be monitored or reviewed at any time without notice, regardless of the Company's past practice or frequency of monitoring. Upon cessation of my employment for whatever reason, or at any other time at the Company's request, I will immediately return and deliver to the Company all the Company's equipment and all copies of any tangible or electronic records or files of any work product, e-mails, email attachments, contacts, calendars, call logs, voicemails, documents, presentations, programs, correspondence, notes, drawings, memoranda, manuals, lists, data, notebooks, and other information in my possession or under my control, whether prepared by me or by others, that contain, constitute or relate in any way to Confidential Information.
- 4. Non-Solicitation of Customers, Service Providers and Vendors.** I also acknowledge that the Company's relationships with its customers, service providers and vendors are valuable business assets, and that my employment may result in me being provided with Company trade secrets (as defined by the Uniform Trade Secrets Act and/or state laws) relating to such relationships. During my employment I will not directly or indirectly solicit or attempt to solicit business from a customer, service provider or vendor and will not directly or indirectly divert business from the Company.

- 5. Remedies.** Nothing in this Agreement is intended to limit any remedy of the Company under any applicable laws, and I understand that I could face possible criminal and civil actions resulting in imprisonment and substantial monetary liability if I misappropriate the Company's Confidential Information. In addition, I acknowledge that it may be extremely difficult to measure in money the damage to the Company of any failure by me to comply with this Agreement, that the restrictions and obligations under this Agreement are material, and that, in the event of any failure by me to comply with this Agreement, the Company could suffer irreparable harm and significant injury and may not have an adequate remedy at law or in damages. Therefore, if I breach any provision of this Agreement, the Company will be entitled to the issuance of an injunction or other restraining order or to the enforcement of other equitable remedies against me to compel performance of the terms of this Agreement without the necessity of showing or proving it has sustained any actual damage or posting any bond. This will be in addition to any other remedies available to the Company in law or equity.
- 6. General Provisions.** This Agreement constitutes the entire agreement between the Company and me relating to the same subject matter, replaces any existing agreement entered into by me and the Company relating to the same subject matter, and may not be changed or modified, in whole or in part, except by written supplemental agreement signed by me and the Company. A party's delay, failure or waiver of any right or remedy under this Agreement will not impair, preclude, cancel, waive or otherwise affect such right or remedy or any subsequent rights or remedies that may arise. This Agreement does not alter my at-will employment status; my employment is for an unspecified term and may be terminated by either the Company or me at will at any time, with or without cause or advance notice. No subsequent change in my duties or compensation will modify the validity or scope of this Agreement. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not fail on account thereof but will otherwise remain in full force and effect. If any obligation in this Agreement is held to be too broad to be enforced, the Company and I agree that, it will be construed to be enforceable to the full extent permitted by law. The obligations of this Agreement will continue beyond the termination of my employment and will be binding upon my heirs, executors, assigns, administrators, legal representatives and other successors in interest. This Agreement will inure to the benefit of the Company, its successors, assigns and affiliates. This Agreement will be governed by and construed in accordance with the laws of the state in which I am engaged, without giving effect to its conflict of law rules.

I acknowledge that I have read and that I understand all the provisions of this agreement, a copy of which has been delivered to me. By signing below, I agree to be bound by all its terms.

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Printed Name

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Signature

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Date