



## NON-DISCLOSURE AGREEMENT

During my employment with **Payrolling.com**, I may learn confidential information, and other proprietary data. I agree to keep this information confidential and to use it only during the time that I am employed by **Payrolling.com, on assignment with Client Company** and for the benefit of **Client Company**.

I also agree that I will not use for myself or others, or disclose to others (including future employers), any of this information, without the prior express written permission of **Payrolling.com and Client Company**. This promise will be in effect both during my employment and after the termination of my employment with **Payrolling.com and Client Company**.

This Agreement is intended to protect **Payrolling.com and Client Company's** legitimate business interests and does not preclude employees from discussing the terms and conditions of their employment. For example, the information covered by this Agreement includes, but is not limited to, technical information, methods, business information, client lists, pricing data, employment records, financial data, and marketing data.

This Agreement does not apply to any information that:

- is or becomes publicly known through no fault of my own;
- I can show that I possessed prior to my employment with **Payrolling.com**;
- I received from a third party who did not receive it from **Payrolling.com or Client Company**;
- I can show that I independently developed; or
- is required to be disclosed by a government agency, legislative body, or court.

I also agree that:

- On the termination of my employment from **Payrolling.com and Client Company**, I will return all company documents and other items belonging to the company. I will not retain copies, notes, or abstracts of these items.
- **Payrolling.com** may notify other parties of this agreement, including future or prospective employers.
- I will promptly notify **Payrolling.com and Client Company** of any unauthorized release of trade secrets, confidential information, or other proprietary data.
- This agreement does not give me a license to or rights in any of **Payrolling.com or Client Company's** information.

Print Name of Employee: \_\_\_\_\_

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