

CONFIDENTIAL AGREEMENT

revised 4-17-17

This CONFIDENTIAL INFORMATION AGREEMENT (the "Agreement") is made between DLG (Department for Local Government) and the undersigned employee.

In consideration of my employment with the DLG (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of DLG), the receipt of confidential information while associated with the DLG, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of my employment with DLG and shall continue thereafter as otherwise provided in this Agreement.
2. Confidentiality.
 - a. Definitions. "Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the DLG, or any of its Affiliates, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of DLG in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of DLG. All Proprietary Information not generally known outside of the DLG's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:
 1. computer programs, software, electronic codes, data, research projects;
 2. information about costs, profits, markets, sales, contracts and lists of customers, and distributors;
 3. business, marketing, and strategic plans;
 4. forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and
 5. employee personnel files and compensation information.

Confidential Information is to be broadly defined, and includes all information that has or could have value or other utility in the business in which DLG is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be

detrimental to the interests of DLG, whether or not such information is identified as Confidential Information by DLG.

- b. Existence of Confidential Information. The DLG owns and has developed and compiled, and will develop and compile, certain trade secrets, proprietary techniques and other Confidential Information which have great value to its business. This Confidential Information includes not only information disclosed by DLG to me, but also information developed or learned by me during the course of my employment with DLG.
- c. Protection of Confidential Information. I will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in my assigned duties and for the benefit of DLG, any of DLG's Confidential Information, either during or after my employment with DLG. I acknowledge that I am aware that the unauthorized disclosure of Confidential Information of the DLG may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets.
- d. Delivery of Confidential Information. Upon request or when my employment with the DLG terminates, I will immediately deliver to DLG all copies of any and all materials and writings received from, created for, or belonging to DLG including, but not limited to, those which relate to or contain Confidential Information.
- e. Location and Reproduction. I shall maintain at my work station and/or any other place under my control only such Confidential Information as I have a current "need to know." I shall return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I shall not make copies of or otherwise reproduce Confidential Information unless there is a legitimate business need of DLG for reproduction.
- f. Prior Actions and Knowledge. I represent and warrant that from the time of my first contact with DLG I held in strict confidence all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside DLG, or used, copied, published, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.
- g. Third-Party Information. I acknowledge that DLG has received and in the future will receive from third parties their confidential information subject to a duty on DLG's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that, during the Period of Employment and

thereafter, I will hold all such confidential information in the strictest confidence and not to disclose or use it, except as necessary to perform my obligations hereunder and as is consistent with DLG's agreement with such third parties.

- h. Third Parties. I represent that my employment with DLG does not and will not breach any agreements with or duties to a former employer or any other third party. I will not disclose to DLG or use on its behalf any confidential information belonging to others and I will not bring onto the premises of DLG any confidential information belonging to any such party unless consented to in writing by such party.

PRINT NAME	SIGNATURE	DATE
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