

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement is between MLW & Associates, LLC, a North Carolina Limited Liability Company doing business as Goldsboro Web Development (Employer), and the undersigned employee (Employee). In consideration of Employer's hiring Employee, Employee agrees to the following provisions of this document:

Employer Intls Employee Intls

SECTION 1 Protection of Confidential Information

I, the Employee, hereby acknowledge that Employer may disclose to me or give me access to confidential information so that I may perform my employment duties. "Confidential Information" includes Employer's trade secrets; sales and profit figures; customer lists; relationships with contractors, customers, or suppliers; and opportunities for new or developing business. It may be contained in written materials, such as computer hardware and software, disks, documents, files, drawings, and product specifications. It may also consist of unwritten materials or knowledge, including ideas, research, processes, practices or know-how. Information in the public domain, information generally known in the trade and information that I acquire completely independently of my services for Employer is not considered Confidential Information.

While I am employed by Employer, and afterward, I will not use or disclose to any other person or entity any Confidential Information except when I am required to do so to properly perform my duties to Employer or as required by law. This agreement will survive the termination, for any reason, of my employment with Employer.

Employer Intls Employee Intls

SECTION 2 Return of Confidential Information

While I am employed by Employer, and afterward, I will not, except in performing my duties for Employer, remove or copy any Confidential Information or assist anyone in doing so without Employer's written permission. Upon the termination of my employment by Employer, or at any time that Employer requests it, I will immediately return or destroy all Confidential Information to Employer.

Employer Intls Employee Intls

SECTION 3 Right to an Injunction

I acknowledge that in addition to receiving or having access to Confidential Information as part of my employment, I will be in a position of confidence and trust with employees, clients and customers of Employer. I acknowledge and agree that if I breach or threaten to breach any of these provisions of this agreement, Employer will sustain irreparable harm and will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

Employer Intls Employee Intls

SECTION 4 Reasonableness

I acknowledge that the terms of this agreement are reasonable and necessary to protect Employer and its Confidential Information, such terms.

Employer Intls Employee Intls

SECTION 5 Entire Agreement

This is the entire agreement between the parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

Employer Intls Employee Intls

SECTION 6 Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

Employer Intls Employee Intls

SECTION 7 Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in (a) in person, (b) by certified mail, or (c) by overnight courier.

Employer Intls Employee Intls

SECTION 8 Governing Law

This agreement will be governed by and construed in accordance with the laws of the Great State of North Carolina.

Employer Intls Employee Intls

SECTION 9 Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties as the executed instrument

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SECTION 10 Modification Employer Intls _____ Employee Intls _____
 This agreement may be modified only by a written agreement signed by all the parties.

SECTION 11 Waiver Employer Intls _____ Employee Intls _____
 If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

SECTION 12 Severability Employer Intls _____ Employee Intls _____
 If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceable will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SECTION 13 Write-Ins Employer Intls _____ Employee Intls _____
 This provisions contains any non-standardized provisions that may need to be written in for extenuating circumstances. Should this area be blank or should the write-in contain more than two lines of "white space" or "blank space" the signers will mark an "X" through the blank area with an initial over one of the legs of the "X". The co-signing parties should also initial this "X" for this area to be valid.

Printed Employee Name	Title	Printed Representative Name	Title
Employee Signature	Date	Representative Signature	Date