

SECRECY - NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by and between **VoiceConnect, Inc.**, hereinafter "First Party" and **Company**, hereinafter "Second Party".

WHEREAS, First Party has possession of proprietary information and know-how relating to an idea, product or service, and wishes to employ Second Party but desires that Second Party agree not to disclose information learned by Second Party during such employment; and

WHEREAS, Second Party agrees to the provisions contained in this agreement as a condition of employment or continuation thereof; and

WHEREAS, First Party and Second Party desire to enter into this agreement for the purposes of defining their rights and obligations regarding disclosure of confidential information and other purposes.

NOW, THEREFORE, FOR valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Party and Second Party do hereby agree, covenant and contract as follows:

1. **CONFIDENTIAL INFORMATION:** All information, ideas, products or services, processes, written material, samples, models and all other information of any type, whether written or oral, ("Confidential Information"), submitted to Second Party by First Party is now, and will remain, the property of First Party.
2. **NO RIGHTS OF SECOND PARTY:** Second Party shall have no rights, express or implied, to the Confidential Information except pursuant to the terms of this agreement.
3. **ACCESS BY SECOND PARTY:** Second Party may be given the right by First Party to access to Confidential Information.
4. **RETURN OF INFORMATION:** After termination of this employment, Second Party shall return all confidential information to First Party.
5. **CONFIDENCE BY SECOND PARTY:** **Second Party agrees to maintain the confidential information in confidence and not to use it for any other purpose other than in the performance of his or her duties to First Party. Second Party agrees not to disclose this information to anyone without a written waiver from the First Party, except for employees and sub-contractors of Second Party, if any, who actually (1) have a need to know for the purposes of evaluation and (2) are also bound by this agreement.**
6. **EXCLUSIONS:** The obligations of Second Party shall not apply the information:
 - (a) At the time of such confidential disclosure was available to the public;

- (b) Subsequent to such confidential disclosure, became available to the public as a result of publication by another person legally entitled to do so;
 - (c) Was in Second Party's possession prior to such confidential disclosure by First Party;
7. TERM. This agreement shall exist until the termination of the Employment of Second Party. However, the obligations of confidentiality and non-disclosure shall survive termination. Further, Second Party agrees not to use, directly or indirectly, any of the Confidential Information provided by First Party to Second Party at any time during or after termination.
 8. INDEMNIFICATION: Second Party agrees to indemnify First Party from any and all loses and damages, including lost profits and attorney fees, occurring to, or lost by, First Party due to breach of this agreement by Second Party.
 9. AUTHORITY: All persons who sign this agreement warrant they have the right and authority to obligate themselves and the business or persons they represent.
 10. BINDING: It is further understood that the obligation concerning keeping information confidential shall bind Second Party's employees, officers, agents and representatives.
 11. GOVERNING LAW: This agreement shall be interpreted and governed in accordance with the laws of the State of Georgia.

Dated this the ____ day of _____, 20____.

VoiceConnect, Inc.
First Party

Company Name-
Second Party

By:

By:

Sign:

Sign: