



NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, _____ (Party's name), the undersigned party hereby agrees and acknowledges the following to QEMS Inc (Company):

1. That during the course of my interview there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:

- (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2. I agree that I shall not during, or at any time after the interview with the Company, use for myself or others, or disclose or divulge to others including future customers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

3. That upon the interview with the Company:

- (a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of service. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
- (b) I am obligated and will deliver all Company source codes to the Company.
- (c) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- (d) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this _____ day of _____, 20____.

Party signed