

Last Name _____

EMPLOYEE NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by MetriTech, Inc., the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employment there may be disclosed to me certain trade secrets of MetriTech or its clients, said trade secrets consisting of 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.
- c) Test information: Responses, scores, results, or reports related to the outcomes of educational or psychological examinations.

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

3. That upon the termination of my employment from MetriTech:

- a) I shall return to MetriTech all documents and property of MetriTech, including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, test booklets, answer documents, training material, and all other materials and all copies thereof relating in any way to MetriTech's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain copies, notes, or abstracts of the foregoing.
- b) MetriTech 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.

4. Notice of Rights Pursuant to Section 7 of the Defend Trade Secrets Act (DTSA)

Notwithstanding any provisions in this agreement or company policy applicable to the unauthorized use or disclosure of trade secrets, I am hereby notified that, pursuant to Section 7 of the DTSA, I cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. I also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of MetriTech, its successors and assigns.

Signed this _____ day of _____, 20_____

Employee Signature

Print Name