**Computer Information Agreement**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation with its primary place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter 'Company'), on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter 'Employee'), on the other.

**WHEREAS**, Company may allow Employee to use his/her own personal computer in conjunction with his/her employment with Company;

**WHEREAS**, from time to time during the course of his/her employment, Employee may obtain access to, and load or have loaded onto his/her personal computer, certain confidential and proprietary information of Company as set forth in Schedule A attached to this Agreement (hereinafter the 'confidential information');

**WHEREAS**, Company has expended substantial resources to develop the confidential information, would be irreparably harmed if said confidential information were disclosed or otherwise made available to the public; and

**WHEREAS**, by this Agreement, Company intends to allow Employee to use said confidential information for the performance of his/her job, subject to certain conditions;

**NOW THEREFORE**, for and in consideration of the terms and conditions herein, the parties agree as follows:

1. All of the confidential information set forth in the attached Schedule A is, and shall at all times remain, the sole and exclusive property of Company.

2. Employee may access and use the confidential information solely for, and in furtherance of, the business of Company. Any access or use of said confidential information for any other purpose, without the express written consent of Company, shall constitute a material breach of this Agreement.

3. Upon termination of Employee's employment with Company, whether voluntary or involuntary, Employee shall, within 24 hours, do the following:

(a) delete or remove all of the confidential information from the hard drive of his/her personal computer;

(b) produce and submit to Company a hard copy of the confidential information deleted or removed from the hard drive of his/her personal computer;

(c) submit to Company all diskettes, CD's or other media which contain confidential information, whether supplied by Company or generated by Employee; and

(d) submit to Company a written certification that he/she has complied with all of the above terms and conditions, and that no other copies of the confidential information exist, whether on paper, hard drive, diskette, CD or other medium.

4. Employee understands that a breach by Employee of any of the foregoing terms and conditions shall cause irreparable harm to Company, that Company shall be entitled to pursue any and all available legal remedies, including injunctive relief, to remedy any such breach by Employee, and further that Company may recover its reasonable attorney's fees and costs incurred in bringing any legal action against such breach.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date set forth above.

**EMPLOYEE COMPANY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**EXHIBIT A**

Confidential and proprietary information to be furnished by Company: