

# Pronto Non-Disclosure & Confidentiality Agreement

This Confidentiality Agreement is entered into between Pronto Group Ltd and all employees as part of accepting the Pronto employment contract.

## Why this is important

A. The success of a Pronto's business depends on Pronto's possession of confidential, proprietary information, not generally known to others, including specialized information about research, development, production, marketing, and management in Pronto's chosen fields. This includes the confidential information our customers share with us.

B. Pronto wishes to protect its confidential proprietary information and ensure that all employees agree to maintain the confidentiality of this information.

C. Employee acknowledges that Pronto desires to protect its confidential proprietary information, that his/her employment creates a duty of trust and confidentiality to Pronto with respect to its confidential proprietary information and, as a condition of employment or continued employment with Pronto, Employee agrees to be bound by the terms of this Agreement.

## AGREEMENT:

WHEREFORE, Pronto and Employee agree as follows:

## PART I: CONFIDENTIAL INFORMATION

A. The terms "Confidential Information" and "Proprietary Data" mean information and data not generally known outside the company concerning Pronto or its businesses and the Pronto's business and technical information, customer provided information, including but not limited to, patent applications, information relating to inventions, discoveries, products, plans, calculations, concepts, design sheets, design data, system design, blueprints, computer programs, algorithms, software, firmware, hardware, manuals, drawings, photographs, devices, samples, models, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, customer lists, supplier identity, marketing and sales plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business or prospective business of Pronto, or information received by the Pronto as to which there is a bona fide obligation, contractual or otherwise, on Pronto's part, not to disclose same.

B. Employee understands and agrees that the Confidential Information and Proprietary Data constitute trade secrets of Pronto and that at all times material to this Agreement, Pronto has taken all reasonable steps to protect the confidentiality of this information.

C. Employee agrees not to use Confidential Information and/or Proprietary Data for the benefit of any other person, corporation or entity, other than the Pronto, during the term of employee's employment with Pronto, or any time thereafter. For purposes of this Agreement,

the period of Employee's employment shall include any time during which Employee was retained as a consultant by Pronto.

D. Employee agrees that the Confidential Information and Proprietary Data shall be and remain the exclusive property of Pronto and shall not be removed from the premises of Pronto under any circumstances whatsoever without the prior written consent of Pronto, and if removed, shall be immediately returned to Pronto upon any termination of Employee's employment, and no copies thereof may be kept by Employee.

E. All notes, notebooks, memorandums, computer disks and other similar repositories of information containing or relating in any way to Confidential Information and/or Proprietary Data shall be the property of Pronto. All such items made or compiled by Employee or made available to Employee during the period of employment, including all copies thereof, shall be held by Employee in trust and solely for the benefit of Pronto and shall be delivered to the Pronto by Employee upon termination of employment with Pronto, or at any other time upon the request of the Pronto.

F. Employee agrees that Employee shall not disclose to any other person or entity, either directly or indirectly, the Confidential Information and/or Proprietary Data. Employee understands that the use or disclosure of any of the Confidential Information and/or Proprietary Data may be cause for an action at law.

## **PART II: COVENANT NOT TO COMPETE**

A. During Employee's employment with Pronto, Employee agrees not to engage in any business competitive with any business of Pronto without Pronto's prior written consent.

B. After termination of employment with Pronto for a period of two (2) years, Employee agrees that if he/she engages in employment or other activities independently or in association with others in any business competitive with any business of Pronto or any business which may reasonably be expected to compete with any business of Pronto, Employee is required to inform the prospective company or association that Employee cannot divulge any secrets or Confidential or Proprietary Information that Employee may have learned during Employee's employment with Pronto. "In association with others" shall include accepting any employment with, or rendering, directly or indirectly, advice or assistance of any kind to any person, partnership, corporation, association, or other organization.