

EMPLOYEE/CONTRACTOR CONFIDENTIALITY AGREEMENT

The employee agrees that any and all knowledge or information that may be obtained in the course of the employment with respect to the conduct and details of the business and with respect to the secret processes, designs, programs, tests, R & D projects, etc. will be forever held inviolate and be concealed from any competitor and all other persons and that the employee will not engage as employer, the employee, principal, agent, or otherwise, directly or indirectly, at any time in a similar business, and that the employee will not impart the knowledge acquired to anybody and that should the employee at any time leave the employ of Kinyun the employee agrees not to enter into the employ or service or otherwise act in aid of the business of any rival company or concern or individual engaged in the same or in similar lines of business. If the employee does so in violation Kinyun shall be entitled to an injunction by any competent court of equity enjoining and restraining the employee and each and every other person concerned from continuance of employment, services or other acts in aid of the business of the rival company or concern.

Nothing shall prevent the employee, upon the termination of the employment, in engaging in any occupation in which the design, customer information, and other secrets of Kinyun will not be directly or indirectly involved.

I, _____, have read the above and agree to abide by its requirement.

Employee Signature:

Employee Name:

Date: