



Agfa Corporation
611 River Drive, Center 3
Elmwood Park, NJ 07407

CONFIDENTIALITY/NON-SOLICITATION AGREEMENT

As a condition of my employment or contract assignment by AGFA Corporation, you hereby agree to the following:

1. **CONFIDENTIALITY.** During the course of your employment with or contract assignment by AGFA, you may have access to proprietary and confidential information relating to AGFA and its employees and potential employees, including but not limited to salary data, employee data, (included but not limited to address, social security, benefits, etc.), product information, financial information, client lists, candidate lists, and overall strategies. During the course of your employment or contract assignment and thereafter, you will maintain secret and retain in strictest confidence all of such proprietary and confidential information, and will not disclose, disseminate or use such information to my own advantage or for the advantage of any party other than AGFA.

2. **NON-SOLICITATION.** For a period of up to one year after the last day of employment or your contract assignment by AGFA:

You will not, directly or indirectly, call on, solicit, hire, attempt to hire, solicit for assignment or encourage the departure of any employee of AGFA or any individual who was employed by AGFA at any time during the twelve (12) months proceeding the last day of your employment with AGFA.

3. **GENERAL.** In addition to the covenants set forth above, during the term of your employment or contract assignment by AGFA, you agree that you will not directly or indirectly become employed by or render any services or disclose any confidential or proprietary information to any competitor of AGFA.

You acknowledge that in the event that you breach or violate any provisions of this agreement, in addition to its other rights and remedies, AGFA shall be entitled to injunctive relief and restitution without the necessity of proving actual damages. You acknowledge that if any provision of this agreement is held to be unenforceable, the court making such holding shall have the power to modify such provision, and in its modified form such provision shall be enforced. This Agreement shall be deemed to be a contract made under the laws of the State of _____, and for all purposes shall be interpreted and construed in its entirety in accordance with its laws.

Agreed:

Employee Name

Date

Nadine Lauzon
Director, Graphics Human Resources

Date