

# Confidentiality Agreement

## **Protection of Client Information**

Employees of DYNAQUAL, LLC, adhere fully to our confidentiality agreement along with company Terms & Conditions. All Sales information generated by the employee or provided to employee by DYNAQUAL, LLC concerning DYNAQUAL, LLC or its clients will be kept in the strictest confidence. In addition, employee will not disseminate or divulge any information concerning DYNAQUAL, LLC clients, projects, analytical results or any sales contact information, etc. to any persons not affiliated with DYNAQUAL, LLC without the written consent of the client or DYNAQUAL, LLC Senior Management. This also extends to all information gathered from the website through marketing, promotions, or data acquisition.

## **Nondisclosure of DYNAQUAL, LLC Proprietary Information**

Both during and after the terms of employment and this agreement, employee agrees to preserve and protect the confidentiality of all Proprietary and Sales Information. In addition, employee will not (i) disclose or disseminate Proprietary and sales Information to any third party or laboratory that might compete with DYNAQUAL, LLC, including employees of DYNAQUAL, LLC without a need to know, or (ii) use Proprietary Information for employees own benefit or for the benefit of any third party. If employee receives information with uncertain confidentiality, employee agrees to treat the information as Proprietary Information until management has verified to employee that such information is neither confidential nor proprietary.

## **Definition of Proprietary Information**

Proprietary Information is defined as (i) information that relates to DYNAQUAL, LLC products, sales materials, sales information, DYNAQUAL, LLC clients or client contact information, software, research, inventions, processes, techniques, designs or other technical data, or regarding administrative, analytical, financial or marketing activities of DYNAQUAL, LLC, (ii) information received from DYNAQUAL, LLC clients, projects, analytical procedures and data generated, (iii) any materials or documents containing such information. Proprietary Information does not include information that is or becomes publicly available without a breach of this Agreement.

## **Return of Proprietary Information**

Upon separation of employment with DYNAQUAL, LLC, employees agree to return immediately to DYNAQUAL, LLC all documents, computers, sales materials, presentations, keys and other tangibles (including notebooks, SOPS, QA/QC Manuals, diskettes and other storage media written or electronic) containing Proprietary Information.

## **Works Produced by DYNAQUAL, LLC**

As specified by U.S. copyright law, all works including program codes or documentation, produced or authored by me in the course of performing services for DYNAQUAL, LLC, are works made for hire and all rights in any such works are the exclusive property of DYNAQUAL, LLC. To the extent that any such works do not qualify as works made for hire, this Agreement will constitute my irrevocable assignment to DYNAQUAL, LLC of the ownership of any and all rights of copyright in, such works, developments, techniques, systems, paperwork, and all files or information. Employees agree to give DYNAQUAL, LLC or its designees all reasonable assistance required to perfect and enforce such rights.

During the term of this agreement, Employee shall not directly or indirectly, either as employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Employer.