

Business Insurance Made Easy

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made between Granite Professional Insurance Brokerage, Inc. (hereinafter referred to as "Employer") and

_____, (hereinafter referred to as "Employee") on _____.
(name) (date)

WHEREAS, Employer is an insurance agency transacting business regarding the sale of general insurance, bonds and other financial products; and

WHEREAS, it is understood and agreed by Employer and Employee that the employment of Employee will give Employee access to the clients and customers of Employer, and access to knowledge relative to the accounts of Employer; and

WHEREAS, Employer and Employee understand and agree that the business accounts, customers and clients of Employer are a valuable asset of Employer;

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the employment granted to Employee by Employer it is agreed as follows:

1. Confidential Information of Employer. Employee agrees that during and after Employee's employment with Employer, Employee will not disclose any confidential information concerning Employer's business obtained by Employee as a result of Employee's employment with Employer, including but not limited to, information and expiration lists, lists of prospective customers that Employee became aware of during Employee's employment with Employer, commission rates, methods and plans used by Employer to carry on its business, all of which Employee hereby acknowledges to be confidential and to which Employer has a proprietary right. This Non-Disclosure Agreement is made in recognition of the competitive unfairness and damage to Employer that would result should Employee disclose any confidential information to anyone else dealing in insurance, insurance products and bonds or use that information for Employee's own benefit.

2. Confidential Information of Others. Employee agrees that during Employee's employment with Employer, Employee will not disclose to Employer or anyone else any confidential information of a former employer of Employee or any party to whom Employee owes a duty of confidentiality, or use such confidential information in the performance of Employee's duties for Employer.

3. Customer Accounts belong to Employer. Employee acknowledges and agrees that customer accounts are owned by Employer and all accounts obtained by Employee during Employee's employment with Employer shall belong exclusively to Employer, and all expiration lists, renewals, customer lists and records related thereto are

and shall be the sole property of Employer. Upon termination of Employee's employment for any reason, with or without cause, such customer accounts, expiration lists, renewals, customer lists and records related thereto shall continue to be the sole property of Employer, and Employee shall not take any such information for any reason, without Employer's prior written consent. This Agreement shall serve effectively to evidence such ownership.

4. Return of Employer Property. Upon termination of Employee's employment with Employer for any reason, with or without cause, and at any earlier time Employer requests, Employee will deliver to the person designated by Employer all originals and copies of all documents, e-mails and other data and files containing confidential information and other property of Employer in Employee's possession, under Employee's control or to which Employee may have access. In connection with making certain that all such property and confidential information has been surrendered to Employer and that Employee has not breached this Agreement, Employer shall search Employee's work computer and cell phone, and Employee agrees to make available for inspection by Employer any computer and phone owned by Employee on which Employee has conducted business for Employer or to which confidential information has been transmitted. Employee will not reproduce or appropriate for Employee's own use, or for the use of others, any confidential information of Employer.

5. Prohibited Acts Using Confidential Information. Employee agrees from and after the date of Employee's termination of employment with Employer, for any reason whatsoever, with or without cause, that Employee will not use Employer's confidential information on Employee's behalf or on behalf of any other person, firm, partnership, association, officer, agent, advisor or otherwise, directly or indirectly. The following actions will by their nature presumably require Employee to utilize in some fashion the confidential information of Employer, and Employee agrees that for a two (2) year period after the termination of Employee's employment with Employer, Employee will not engage in any of the following actions without demonstrating in advance to Employer's reasonable satisfaction that no confidential information of Employer is being utilized or will be utilized:

a. Solicit, attempt to obtain, or in any way transact business from any accounts or customers which, at the time of his/her termination, were held or maintained by or on behalf of Employer or any affiliated companies.

b. Aid or assist any other party in the solicitation of any such customer or account.

c. Serve as an insurance or bond advisor, consultant or risk manager for any of said accounts or customers.

d. Attempt to hire or entice away any employee of Employer or induce any employee to terminate his or her employment with Employer, or to,

e. Otherwise interfere with the Employer's or any of the affiliated companies relationships with any of their respective customers or accounts, wherever located, by soliciting such customers or inducing them to discontinue their relationships with the Employer or any of the affiliated companies.

6. Miscellaneous. Recognizing the irreparable nature of the injury that could be done by the Employee's violation of this Agreement and that money damages would be inadequate compensation to Employer, it is agreed that any violation of this Agreement by Employee should be the proper subject for immediate injunctive relief, specific performance and other equitable relief to Employer. In any dispute between Employer and Employee regarding this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees. Employee further agrees to communicate the contents of this section and the Non-disclosure sections of this Agreement to any prospective employer or associate in the insurance, insurance products and/or bond business.

Employee Signature

Date