**TRADE SECRET AGREEMENT**

During the term of my employment with the Company

and thereafter, I will refrain from disclosing to other

persons or entities, except with the Company’s consent

and for the Company’s benefit during the course

of such employment, any trade secrets or confidential

information of the Company.

I will deliver to or leave with the Company all written

and other materials containing The Company’s trade

secret, confidential, or proprietary information upon

termination of my employment.