

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2018 by _____, Employee or Contractor (hereinafter referred to as the "Employee") with **Superior Excavating Soils and Services LLC** located in Warsaw, IN (hereinafter referred to as the "Company").

The Company is the owner of certain information (the "Confidential Information" as hereinafter defined); and the Company is willing to disclose to the Employee the Confidential Information for the purpose of enabling the Employee to make informed decisions to fulfill their job responsibilities and promote the Company's business. In consideration of the covenants and agreements hereinafter contained and other good and valuable consideration the receipt and sufficiency of which is hereby admitted, the Employee hereto agrees as follows:

1. The expression "Confidential Information" as used in this Agreement shall include without limitation all financial and other information concerning the Company, its personnel, its assets and its operations, all documentation and any copies thereof relating to the Confidential Information, whether in oral, written, graphic or electronic form provided to Employee by the Company and/or its representatives. Confidential Information shall not be deemed to include information that is:
 - a. public knowledge or becomes generally available to the public other than as a result of a disclosure by Employer;
 - b. becomes available to Employee, on a non-confidential basis, from a source (other than the Company or its agents) that is not bound by a confidentiality agreement with the Company;
 - c. is in the Employee's possession prior to the disclosure by the Company; or
 - d. is developed independently by the Employee without the use of the Confidential Information.
 - e. The Employee acknowledges that the Confidential Information is confidential and a valuable asset of the Company and is and at all times shall remain the exclusive property of the Company.
 - f. The Employee shall keep confidential and not disclose, divulge or provide to any person the Confidential Information without the Company's prior written consent; provided however, that such information may be disclosed if such disclosure is required by operation of law and Potential Buyer will notify the Company of such required disclosure.
 - g. Within 10 business days of receiving written notice from the Company, the Employee shall destroy or return all Confidential Information to the Company and shall not retain any copies or records of such Confidential Information.
 - h. This Agreement shall be governed and construed in accordance with the laws of State of Indiana.

IN WITNESS WHEREOF, the Employee hereto has executed this Agreement.

_____ (Employee signature)

Print Name _____ Date _____