

Confidentiality and Innovation Agreement

I, _____, accept employment in the position of _____ with BCF Solutions, Inc. (the EMPLOYER). I understand that during the term of my employment, I will have access to and become familiar with proprietary information (as described herein) of the EMPLOYER. In consideration of my continued employment with the EMPLOYER and as part of the terms of any such employment, I agree as follows:

Non-disclosure: I will hold all of the EMPLOYER's proprietary information that is disclosed to or acquired by me during or in the course of my employment in strictest confidence and use it solely for the purpose of performing my duties for the EMPLOYER and for no other purpose, and I will otherwise comply with BCF Solutions, Inc.'s security and information asset protection policies. I recognize that various State and Federal laws, including the Economic Espionage Act of 1996, prohibit the disclosure and misappropriation of trade secrets, and I agree to comply with such laws. In addition, I will not otherwise, take, publish, use, or disclose any of the EMPLOYER proprietary information during my employment and thereafter to others for any purpose, except upon the written consent of the EMPLOYER.

Employer Property: All files, records, proposals, specifications, or other documents, and all computer software, software applications, files, data bases, and the like relating to the business of the EMPLOYER or which contain proprietary information, whether prepared by me or otherwise coming into my possession, shall remain the exclusive property of the EMPLOYER. Upon the termination of my employment, for any reason, I will promptly deliver to the EMPLOYER all such material in my possession, custody, or control.

Patents and Innovations: I agree to assign to the EMPLOYER all inventions and improvements conceived, acquired, developed or made by me either solely or jointly while in the employ of the EMPLOYER that are within the existing or contemplated scope of the corporation's business together with such patent or patents as may be obtained thereon, in this and all foreign countries. In addition, I will at anytime during my employment with the EMPLOYER and after its termination for any reason execute all proper papers for use in applying for and obtaining and maintaining such United States and foreign patents as the corporation may desire, and will execute and deliver all proper assignments thereof upon request by the corporation, but at the expense of the EMPLOYER. Furthermore, the inventions which I have heretofore, reduced to practice and which are to be excluded from this agreement are listed below.

Proprietary Information Definition: For the purposes of this Agreement, the term *proprietary information* shall include all trade secrets, know-how and other information that relates to the business of the EMPLOYER and is not generally available to the public or generally known in industry in which the EMPLOYER is, or may become engaged and which would cause some measurable degree of economic damage to the employer if disclosed, including without limitation, any formulas, devices, inventions, methods, techniques or processes, compilations of information, records and specifications, which are owned by the EMPLOYER and regularly used in the operation of its business and any other information of the EMPLOYER relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial condition, personnel plans and information, policies or prospects.

Interpretation and Enforcement: The parties hereto agree that the provisions of this Agreement are reasonable. If a court determines, however, that any provision of this Agreement is unreasonable, either in period of time, geographical area or otherwise, then the parties hereto agree that the provisions of this Agreement should be interpreted and enforced to the maximum extent which such court deems reasonable.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of me and the EMPLOYER and our respective successors, assigns, heirs, or legal representatives.

At-Will Employment: I understand that this Agreement does not constitute a contract of employment for any specific term and that the EMPLOYER or I may terminate my employment at any time, for any or no reason, unless a specific term of employment has been agreed to in writing signed by an officer of the EMPLOYER.

Applicable Law: This Agreement and its enforcement will be governed by the laws of the State of Delaware, without regard to its conflicts of law principals.

By my signature, below, I acknowledge that I have **READ AND UNDERSTAND** this Confidentiality and Innovation Agreement, and that I voluntarily accept its terms.

Signature

Date