

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of _____, 20__ between Wild Animal Orphanage [Organization], and _____ (“Employee”).

INTRODUCTION

Employee is employed or is contemplating employment with Wild Animal Orphanage. In connection with this employment, Employee has had, or will have, access to certain confidential information and trade secrets of Wild Animal Orphanage, and may in the course of employment with Wild Animal Orphanage participate in discovering or conceiving an invention.

As a condition of Employee’s employment or continued employment, and effective as of the date that Employee’s employment first commenced, Employee agrees as follows:

AGREEMENT

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means this Agreement and any attachments hereto, and any modifications that are made to this Agreement in accordance with the terms hereof;

“**Wild Animal Orphanage**” means Wild Animal Orphanage and Wild Animal Orphanage’s parent company and other subsidiaries or affiliates thereof.

“**Employee’s employment**” means Employee’s employment with Wild Animal Orphanage or any other Wild Animal Orphanage company or entity.

“**Information**” means (1) all information encompassed in all forms and types of financial, business, scientific, technical, economic, sales, marketing or engineering information of Wild Animal Orphanage that is not generally available to the public at large with the knowledge and consent of Wild Animal Orphanage, regardless of whether such information would be enforceable as a trade secret or the copying of which would violate copyright or patent laws or be enjoined or restrained by a court as constituting unfair competition. Information shall be interpreted broadly, and includes, without limitations, strategic and business plans, financial information, sales information, projections, pricing information, proposals, client lists, customer lists, prospect lists, research, experiments, records, reports, recipes, formulas, recommendation, manuals, policies, findings, evaluations, forms, computer algorithms, designs, drawings, specifications, evaluations, computer programs, prototypes, methods, processes, procedures, research and development efforts, business opportunities, software or other confidential information or proprietary property, and whether stored, compiled, or memorialized physically, electronically, photographically, or in writing.

Use of Wild Animal Orphanage Information

Acknowledgment of Proprietary Interest in Information. Employee acknowledges and agrees that any and all Information, whether developed by Employee alone or in conjunction with others, or by other Wild Animal Orphanage employees, or otherwise acquired by Wild Animal Orphanage, is the sole and exclusive property of Wild Animal Orphanage. Employee hereby disclaims any proprietary interest in any such Information.

Confidentiality Obligation. Employee acknowledges and agrees that Wild Animal Orphanage is entitled to prevent the disclosure of Information. Accordingly, in consideration of Wild Animal Orphanage's agreement to employ Employee and pay Employee compensation for services rendered, Employee agrees at all times during employment with Wild Animal Orphanage and thereafter to hold in strictest confidence, and not to disclose or allow to be disclosed to any person, firm, or corporation, other than to persons engaged by Wild Animal Orphanage to further the business of Wild Animal Orphanage, and in any case, not to disclose, use, copy, publish, summarize, or remove from the premises of Wild Animal Orphanage any Information, including Information developed by Employee except (a) as necessary to carry out my assigned responsibilities as a Wild Animal Orphanage employee, and (b) after termination of employment, only as specifically authorized in writing by an officer of Wild Animal Orphanage.

Return of Materials at Termination. In the event of the termination, for any reason, of Employee's employment, Employee will promptly deliver to Wild Animal Orphanage all documents, data, and other information pertaining to Inventions and Information; and Employee shall not take any documents, or other information, or any reproduction or excerpt thereof, containing or pertaining to any Information or Inventions.

Confidential Information of Others

Employee acknowledges the existence of the Economic Espionage Act, 18 U.S.C. § 1831 et seq. ("EEA"), which prohibits Employee from misappropriating trade secrets of others for the economic benefit of Wild Animal Orphanage. Employee agrees, as a condition of employment with Wild Animal Orphanage, to comply with the provisions of the EEA. If Employee possesses any confidential, trade secret or proprietary information or documents belonging to others, Employee will not use, disclose to Wild Animal Orphanage or induce Wild Animal Orphanage to use, any such information or documents during employment by Wild Animal Orphanage, and will not bring onto Wild Animal Orphanage premises any unpublished document or any other property belonging to any former employer or third parties without the written consent of the affected party. Employee represents and warrants that employment by Wild Animal Orphanage will not require Employee to violate any obligation to or confidence with any other party, and that Employee has not as of the date of signing this Agreement, provided to any employee or agent of Wild Animal Orphanage any trade secret, confidential or proprietary information of others.

Non-Competition

Employee agrees that, during employment with Wild Animal Orphanage, Employee will not directly or indirectly compete with Wild Animal Orphanage in any way, and will not act as an officer, director, employee, consultant, lender, or agent of any entity which is engaged in any business of the same nature as, or in competition with, the business in which Wild Animal Orphanage is now engaged or in which Wild Animal Orphanage becomes engaged during the term of Employee's employment. Employee further agrees to perform for Wild Animal Orphanage such duties as it may designate from time to time, and will devote his or her full time and best efforts to the business of Wild Animal Orphanage.

Non-Solicitation

Employee agrees that during Employee's employment with Wild Animal Orphanage and for [_____ () years] following the termination, for any reason, of employment, Employee shall not, either on Employee's behalf or on behalf of any other person or entity, directly or indirectly (i) hire, solicit or encourage or induce any employees, directors, consultants, contractors or subcontracts to leave the employ of Wild Animal Orphanage, or (ii) solicit, induce, encourage or entice away or divert any person or entity which is then a customer of Wild Animal Orphanage and which was a customer of Wild Animal Orphanage during the time of Employee's employment.

Employment At-Will

Nothing in this Agreement is intended to alter Employee's status as an at-will employee. Accordingly, notwithstanding any other term of this Agreement, either Employee or Wild Animal Orphanage may terminate Employee's employment for any reason, at any time, with or without notice. Similarly, Employee may terminate their employment at any time, for any reason and without notice. The at-will nature of Employee's employment can be changed only by a written agreement signed by an officer of Wild Animal Orphanage.

General Provisions

Entire Agreement. This Agreement represents the entire agreement between Employee and Wild Animal Orphanage with respect to the subject matter hereof, superseding all previous oral or written communications, representations, understandings or agreements relating to this subject. This Agreement may be changed only by a written agreement signed by an officer of Wild Animal Orphanage.

Successors and Assigns. The rights and remedies of Wild Animal Orphanage under this Agreement shall inure to the benefit of the successors, assigns and transferees of Wild Animal Orphanage. Employee shall have no right to assign, transfer or otherwise dispose of his right, title and interest in and to any part of this Agreement or to assign the burdens hereof, without the prior written consent of Wild Animal Orphanage.

Remedies Upon Breach. Employee acknowledges and agrees that damages will not be an adequate remedy in the event of a breach of any of Employees obligations under this Agreement. Employee therefore agrees that Wild Animal Orphanage shall be entitled (without limitation of any other rights or remedies otherwise available to it and without the necessity of posting a bond) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. The failure of Wild Animal Orphanage to promptly institute legal action upon any breach of this Agreement shall not constitute a waiver of that or any other breach hereof. This provision supercedes and controls over any language set forth in an arbitration agreement with regards to the subject matter of this agreement only.

Attorneys' Fees. In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the court to have prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered. Further, in the event of any default by a party under this Agreement, such defaulting party shall pay all the expenses and attorneys' fees incurred by the other party in connection with such default, whether or not any litigation is commenced.

Severability. The illegality, unenforceability or invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Agreement, as determined by a court of competent jurisdiction, shall not affect the remaining portions of this Agreement, or any part thereof; and in case of any such illegality, unenforceability or invalidity, this Agreement shall be construed as if such illegal, unenforceable or invalid covenants, phrases, clauses, sentences or paragraphs, had not been inserted.

Survivability. The terms and conditions of this Agreement shall survive the termination of Employee's Employment.

Waiver. The waiver by Wild Animal Orphanage of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

Applicable Law. The laws of Texas shall govern this Agreement. Employee hereby submits to the jurisdiction and venue of the courts of the State of Texas, County of Bexar, for purposes of any such action, and expressly waives any objections to jurisdiction or venue in Bexar County, Texas. Employee further agrees that service upon Employee in any such action or proceeding may be made by first class mail, certified or registered, to Employee's address as last appearing on the records of Wild Animal Orphanage.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

Drafting Ambiguities. Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

IN WITNESS WHEREOF, the parties hereto duly executed this Agreement as of the date first above written.

Wild Animal Orphanage:

EMPLOYEE:

By: _____

(Printed Name)

(Printed Name)

Title: _____

Date: _____

Date

: _____

8.1 Receipt of Copy. Employee hereby acknowledges that he/she has received a signed copy of this Agreement.