

All papers and records of every kind which relate to the business of the Client Company (including said trade secret information and/or said Intellectual Property) whether prepared by Employee or otherwise coming into its possession pursuant to said employment for the Client Company shall be the sole and exclusive property of the Client Company. Upon termination of Employee's services, hereunder, for any reason, Employee shall surrender to the Client Company all such papers and records, including memoranda, notes, records, drawings, manuals, computer software, and other documents or materials (and all copies of same) pertaining to the Intellectual Property, reports, and other data or materials generated or developed by Employee or furnished by the Client Company to the Employee, including all materials embodying any Trade Secrets.

Employee's initials: _____

10. Confidentiality

All trade secret information of, or pertaining to GCG or the Client Company disclosed to, or obtained by Employee during the course of his/her employment hereunder shall be treated by Employee as confidential

a. Said trade secrets shall include, but not be limited to, all information not generally known concerning technical, administrative, management, financial and marketing activities of the Client Company and/or GCG, including information related to research, design, development and manufacturing of the Client Company's products, and the general business operations of the Client Company and/or GCG, and/or confidential information entrusted to Employee by GCG or by the Client Company pursuant to Employee's placement with Client Company under the terms of this Agreement.

b. Employee shall not use, copy or reproduce any said trade secret or material embodying any said trade secret except in connection with the performance of Employee's service for or on behalf of the Client Company and/or GCG hereunder. Employee shall not disclose any said trade secret to any other party. Any said trade secret shall be maintained in confidence by Employee, notwithstanding termination of Employee's service to the Client Company and/or GCG for any reason, until such time as the matter becomes generally known in the GCG's or the Client Company's trade or industry, or its release is consented to in writing by the Client Company and/or GCG, or is identified by Client Company and/or GCG as no longer proprietary.

Employee further agrees that the existence, terms and conditions of this Agreement are to be held strictly confidential during the term of this Agreement and for a period of twelve (12) months thereafter.

Employee agrees that the violation of this provision will result in irreparable harm to GCG, and that GCG shall be entitled to seek injunctive relief enforcing this provision. This provision shall not prevent GCG from availing itself of any other remedy available at law or at equity, including but not limited to a claim for monetary damages.

Employee's initials: _____

11. Governing Law

The parties agree that any disputes under this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties to this Agreement hereby submit to the jurisdiction of the State Courts of Massachusetts for the purpose of the resolution of any claims or disputes hereunder.

Employee's initials: _____

12. Payments Due Upon Termination by Employee