



ASSOCIATE NON-DISCLOSURE AGREEMENT (“Agreement”)

In consideration of my continued employment with Branch Banking and Trust Company, its subsidiaries, affiliates, successors or assigns (together the “Company”), my access to Confidential Information (as defined below), and my receipt of any future compensation paid to me by Company, I, _____, (designated below as “me” or “I”) hereby agree to the following:

1. Confidential Information.

(a) Company Information. During the term of my employment and at all times thereafter, I will hold in strictest confidence and not use, except for the benefit of the Company, nor disclose to any third party without written authorization of the Company, any Confidential Information of the Company. I understand that “Confidential Information” means any proprietary and/or confidential information relating to customers, associates, products, services, sales, technologies or business affairs. Such Confidential Information includes, but is not limited to: research, products, services, markets, software, developments, inventions, policies, models, processes, formulas, technology, designs, drawings, engineering, security, decision making, marketing, finances or other business information disclosed to me by the Company or to the Company by me, either directly or indirectly in writing, orally or by drawings or observation of computers or equipment. I further understand that the term Confidential Information does not include any information that is in the public domain at the time of disclosure or thereafter becomes generally known or available from a source other than Company without a breach of any agreement with the Company and without any restriction on disclosure.

(b) Third Party Confidentiality. During my employment with the Company, I will not improperly use or disclose any Confidential Information of any of my former or concurrent employer(s) or any other third party and I will not bring onto the premises of the Company any Confidential Information belonging to any such employer or other third party unless consented to in writing by such employer or other third party. I will not, during my employment with the Company, incorporate any invention, original work of authorship, development, concept, improvement, or trade secret owned, in whole or in part, by any third party, into any Invention (defined below) without the Company’s prior written permission. I recognize that the Company has received, and in the future may receive, Confidential Information from third parties that is subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such Confidential Information in confidence and not to disclose it to any person, firm or corporation or to use it except in carrying out my work for the Company consistent with the Company’s agreement with such third party.

2. Inventions.

(a) Assignment of Inventions. I hereby assign to the Company all my rights, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the term of my employment with the Company and which relate to the Company’s current or proposed business, products or services (collectively referred to as “Inventions”). I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protected by copyright are “works made for hire,” as that term is defined in the United States Copyright Act.

(b) **Patent and Copyright Registrations.** I will reasonably assist the Company, at the Company's expense, to secure the Company's rights in the Inventions and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, and I will disclose to the Company all pertinent information and data with respect thereto. I will execute any applications, specifications, oaths, assignments and all other instruments which the Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to the Company the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents or other intellectual property rights relating thereto.

3. Returning Company Property. Upon termination of my employment, regardless of the reason for such termination, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company. In the event of the termination of my employment, regardless of the reason for such termination, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit A, if requested by the Company. After the termination of my employment, to the extent that I become aware that I am in possession of any of the items described in this Section 3, I will immediately comply with my obligations under this Section 3.

4. Notifications. In the event that my employment with the Company terminates, regardless of the reason for such termination, and I become employed or engaged by a third party to perform services of any kind, I hereby consent to the Company notifying, whether verbally or in writing, any such third party about my rights and obligations under this Agreement.

5. Code of Ethics. I acknowledge and agree that my obligations herein are in addition to, rather than a replacement for, the obligations contained in the BB&T Code of Ethics.

6. General Provisions.

(a) **Governing Law.** The internal substantive laws, but not the choice of law rules, of the State of North Carolina will govern this Agreement.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both the Company and me.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable by law (including, but not limited to, the FINRA Protocol for Broker Recruiting, to the extent that the FINRA Protocol applies to my employment at Company), then the remaining provisions will continue in full force and effect, and in lieu of each clause or provision of this Agreement which is void or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such void or unenforceable clause or provision as may be possible and as may be valid and enforceable. It is the Company's and my intention that the provisions in this Agreement shall be enforceable to the fullest extent permissible under the applicable law.

(d) Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) Continuing Obligations. I acknowledge and agree that my obligations under Sections 1 through 3 shall continue after the termination of my employment with the Company, regardless of the reason for such termination.

(f) Injunctive Relief. I acknowledge and agree that in the event of a breach of this Agreement by me or the Company, either of us may seek interim injunctive relief against the other, and I consent to jurisdiction over such action in any federal or state court in any county in which I reside or in which I worked for the Company.

Branch Banking and Trust Company

Employee

(Employee's Signature)

(Type/Print Employee's Name)

EXHIBIT A

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company.

I further certify that I have complied with all the terms of the Company's Associate Non-Disclosure Agreement signed by me. Furthermore, after the termination of my employment, I will continue to comply with all of my obligations of the Company's Associate Non-Disclosure Agreement signed by me to the extent such continuing obligations were so designated.

Date: _____

(Employee's Signature)

(Type/Print Employee's Name)