

## EMPLOYEE CONFIDENTIALITY AGREEMENT

This Agreement is made between \_\_\_\_\_ ("EMPLOYEE") and Olde Town Spice Shoppe LLC (hence forth referred to as "EMPLOYER") on \_\_\_\_\_ 20\_\_\_\_\_.

The EMPLOYEE acknowledges that, in the course of employment by the EMPLOYER, the EMPLOYEE may have or will come into the possession of certain confidential information belonging to the EMPLOYER including but not limited to trade secrets, customer lists, supplier lists and prices, pricing schedules, stores sales figures, stores credit card information, wages, passwords (or login information), methods, processes, or marketing plans.

The EMPLOYEE will perform services for the EMPLOYER which may require the EMPLOYER to disclose confidential and proprietary information ("Confidential Information") to the EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for the EMPLOYER, the business or operations of the EMPLOYER, and/or the products, drawings, plans, processes, or other data of the EMPLOYER). Accordingly, to protect the EMPLOYER, Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees to the following:

A. The EMPLOYEE hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.

B. The EMPLOYEE will hold the Confidential Information received from the EMPLOYER in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

C. The EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the EMPLOYER.

D. The EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the EMPLOYER.

E. The EMPLOYEE will, upon the request or upon termination of his/her relationship with the EMPLOYER, deliver to the EMPLOYER, retaining no copies, all documents relating to EMPLOYERS business including but not limited to passwords (or login information), reports, manuals, drawings, diagrams, notes, documents, correspondence, customer lists, computer programs, equipment, and all other materials and all copies of such materials, obtained by the EMPLOYEE during employment, received from the EMPLOYER or originating from their activities for the EMPLOYER.

F. The EMPLOYER shall have the sole right to determine the treatment of any information that is part or project specific received from the EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as the EMPLOYER may deem appropriate.

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## Olde Town Spice Shoppe

G. The EMPLOYER reserves the right to take disciplinary action, up to and including termination, for violations of this agreement. Violation of this agreement by the EMPLOYEE will entitle the EMPLOYER to an injunction to prevent such competition or disclosure, and will entitle the EMPLOYER to other legal remedies, including attorney's fees and costs.

This agreement shall be governed by the laws of Missouri.

If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assignees. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties concerned

The EMPLOYEE represents and warrants that they are not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

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Employee Signature: \_\_\_\_\_

Employer Signature: \_\_\_\_\_