

Confidentiality Agreement

Employee will perform services for Martha's Gourmet Kitchen, LLC that may require Martha's Gourmet Kitchen, LLC to disclose confidential and proprietary information ("Confidential Information") to Employee. (Confidential Information is information and data of any kind concerning any matters affecting or relating to Martha's Gourmet Kitchen, LLC, the business or operations of Martha's Gourmet Kitchen, LLC, and/or products, plans, processes, or other data of Martha's Gourmet Kitchen, LLC or its clients, or students, not generally known or available outside of the company.)

Accordingly, to protect the Confidential Information that will be disclosed during employment, the Employee agrees as follows:

- A. Employee will hold the Confidential Information received from Martha's Gourmet Kitchen, LLC in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
- B. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Martha's Gourmet Kitchen, LLC management.
- C. 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 Martha's Gourmet Kitchen, LLC.
- D. Employee will, upon request or upon termination of his/her relationship with Martha's Gourmet Kitchen, LLC, deliver to Martha's Gourmet Kitchen, LLC any drawings, notes, documents, equipment, and materials received from Martha's Gourmet Kitchen, LLC or originating from employment with Martha's Gourmet Kitchen, LLC.
- E. Martha's Gourmet Kitchen, LLC reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
- F. This agreement will be interpreted under and governed by the laws of the state of Missouri.



G. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

Employee represents and warrants that he or she is not under any pre-existing 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.

Employee Signature

Employee Printed Name

Date