



PHONE (419) 302 - 3892 LOCATIONS FINDLAY • LIMA • WESTERN OHIO ADDRESS 515 SOUTH MAIN STREET FINDLAY, OHIO 45840

## Confidentiality Agreement

This agreement is made between \_\_\_\_\_ (the "Employee") and Awakenings Minds (the "Employer"). The Employee agrees to the terms of this agreement as a condition of hire and in consideration of the Employee's continued employment by the Employer.

1. The Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future 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, pay rates, methods, processes, general or specific business plans, and/or general or specific operating procedures ("confidential information").
2. The Employee further acknowledges that the confidentiality of this confidential information is crucial and necessary for the Employer to remain a competitive and viable business in the market place.
3. 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.
4. Upon termination of employment, the Employee will return to the Employer, retaining no copies (paper, electronic, or otherwise), all documents relating to the Employer's business including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, policies, procedures, methods, and all other materials and all copies of such materials, obtained by the Employee during employment.
5. 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, as well as restitution for damages including business lost as a result of the violation.
6. This agreement shall be governed by the laws of Hancock County, Ohio.
7. 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.
8. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. 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.

I, the undersigned, hereby acknowledge that I understand and agree to this Confidentiality Agreement in its entirety. By signing below, I further acknowledge my understanding that any breach of confidentiality on my behalf pertaining to the Company's proprietary business practices may result in direct harm to the Company's ongoing business and will result in legal action by the Company against me.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name