

Confidentiality Agreement

This Agreement is to be construed pursuant to the laws of the State of Pennsylvania.

The Agreement is effective on your first day of services with the Company. _____ (Effective date). This is an Agreement between "**The Majestic Touch**" (*Jessica Sipe*), and _____ (Client Name).

During your services with "The Majestic Touch", You will have given access of knowledge of confidential information belonging to yourself. The term "Confidential Information" is defined below, but in general, it refers to any information related to the Client which is not known to the general public.

As an express condition precedent to your services, You are required to agree with the terms of this Agreement.

Therefore, intending to be legally bound, You agree to the following:

1. Term of Agreement. This Agreement is effective on the Effective Date, and shall remain in effect throughout the term of your services with the Company.

2. Limitations of this Agreement. Nothing in this Agreement should be interpreted or construed to constitute a contract of employment or to obligate either you or the Company to any specific term of employment. This Agreement is limited to the subject matter of confidentiality as expressly described in this Agreement.

3. Representation and Warranties. I expressly agree that I will not knowingly use or disclose any confidential or proprietary information belonging to another person or enterprise, without the express written consent of such person or enterprise. I agree that if at any time during the term of your services with the Company, If you have questions about whether information or knowledge is proprietary or confidential to a third party or to the Client, You will promptly advise the Company of your question.

4. Confidential Information Defined. As used in this Agreement, "Confidential Information" means confidential and/or proprietary information which is disclosed to me or which I otherwise learn of during services. Confidential Information is information not generally known to the public or to others who could obtain economic value from their disclosure or use of the Information. All information related to the Client which I gain during the time of your services should be deemed confidential, unless is clearly identified to be non-confidential.

- a. Confidential Information includes all proprietary technical, financial, client, business or other information owned by or licensed to the Client, including by way of illustration, but not limitation, client's lists, pricing data, supply sources, production techniques, computerized data, maps, production methods, product design information, written material, drawings, photographs, layouts, computer programs,

software, firmware, inventions, discovery, improvement, development, tools, machines, designs, works of authorship, logos, promotional ideas, concepts, formulae, market information, trade secrets, information related to current or proposed research and development, organization charts, advertising materials, financial records and reports of the Company or any enterprise affiliated with the Company, inventions, patents, inventions that are patentable and works subject to copyright protection, copyrighted materials, and performance standards.

- b. Confidential Information includes all information that should reasonably be understood by myself because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be Confidential Information, regardless of whether such information is marked "Confidential." All information gained during the course of your services should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.
- c. Confidential Information includes, without limitation, Information which is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of the Client or otherwise, (d) with the client's materials, tools, instruments, or (e) on the Client's premises or otherwise.
- d. Confidential Information includes all confidential and proprietary material that You may design, author, create, distribute or produce during the term of your services.

5. Return of Confidential Information. I agree to promptly destroy all Confidential Information of the Client upon termination of services.

6. Compliance with Rules. I agree to comply with all reasonable rules established from this form and Confidentiality guidelines.

7. Disclosure to the Client of Confidential Information. I agree to promptly and fully disclose to the Client any Confidential Information relating to the services of The Majestic Touch, such as the business phone number, business address, owner and employee background information, full name of the owner and employees (if any), transportation licenses and Insurances, and all appointment information relating to client.

8. Disclosure to the Government. I am permitted by federal law to disclose Confidential Information if You do so in complete confidence, either directly or indirectly, to a federal, state, or local government official or to an attorney. Such disclosure is permitted, however, solely

(i) for the purpose of reporting or investigating a suspected violation of applicable law; or

(ii) in the context of a complaint or other document filed under seal in a lawsuit or other proceeding.

9. Compliance of Non Payment. In account of the Company not receiving payment for services rendered, some confidentiality or sensitive information of the client may be used for the purpose to obtain legal help from a third party in collection of payments, on a confidential basis.

10. Prior Understandings. This Agreement contains the entire agreement between the parties with respect to the subject matter of Confidentiality.

Date_____

Company: _____
The Majestic Touch

*By your signature below You acknowledge that You have read and understand the foregoing Agreement, that You agree with all of the terms of the Agreement, and that You have received a copy of the Agreement (upon Request).

Date_____

(Client)