

# Non-Disclosure Agreement

This Non-Disclosure Agreement (this “Agreement”) is entered into by

**The MindReset Inc (TMR Inc)** and \_\_\_\_\_

(\*note- Member and employee will be used interchangeably, as will employment and membership)

In consideration of the commencement of individual membership with The MindReset Inc, member and TMR Inc agree as follows:

## 1. TMR Trade Secrets

In the performance of members duties with TMR Inc, member will be exposed to TMR Inc’s Confidential Information. “Confidential Information” means information or material that is commercially valuable to TMR Inc and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- (a) Technical information concerning TMR Inc products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- (b) Information concerning TMR Inc business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- (c) Information concerning TMR Inc members/employees, including salaries, strengths, weaknesses, and skills;
- (d) Information submitted by TMR Inc customers, suppliers, employees, consultants or co-venture partners with TMR Inc for study, evaluation or use; and
- (e) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect TMR Inc’s business.

## **2. Non Disclosure of Trade Secrets**

The Member shall keep TMR Inc Confidential Information, whether or not prepared or developed by Member, in the strictest confidence. The Employee will not disclose such information to anyone outside TMR Inc without TMR Inc's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than TMR Inc.

However, Employee shall have no obligation to treat as confidential any information which:

- (a) Was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by TMR Inc;
- (b) Is or becomes public knowledge through a source other than Employee and through no fault of Employee, or
- (c) Is or becomes lawfully available to Employee from a source other than TMR Inc.

## **3. Confidential Information of Others**

The Employee will not disclose to TMR Inc, use in TMR Inc's business, or cause TMR Inc to use, any trade secret of others.

## **4. Return of Materials**

When Employee's employment with TMR Inc ends, for whatever reason, Employee will promptly deliver to TMR Inc all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to TMR Inc all equipment, files, software programs and other personal property belonging to TMR Inc.

## **5. Confidentiality Obligation Survives Employment**

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with TMR Inc ends and continues for so long as such Confidential Information remains a trade secret.

## 6. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venturer of TMR Inc for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of TMR Inc and Employee.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both TMR Inc and Employee.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause TMR Inc irreparable harm, the amount of which may be difficult to ascertain, and therefore the Employee agrees that TMR Inc shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as TMR Inc deems appropriate. This right is to be in addition to the remedies otherwise available to TMR Inc.

(f) Indemnity: The Employee agrees to indemnify TMR Inc against any and all losses, damages, claims or expenses incurred or suffered by TMR Inc as a result of the Employee's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law. This Agreement shall be governed in accordance with the laws of the State of Wisconsin.

(i) Jurisdiction. The Employee consents to the exclusive jurisdiction and venue of the federal and state courts located in Wisconsin in any action arising out of or relating to this Agreement. The Employee waives any other venue to which the Employee might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The TMR Inc may assign this Agreement to any party at any time. The Employee shall not assign any of his or her

rights or obligations under this Agreement without TMR Inc's prior written consent. Any assignment or transfer in violation of this section shall be void.

### **7. Notice of Immunity**

The Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

### **8. Signatures**

The Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests. The Employee has received a copy of this Agreement signed by the parties.

**Employee/Member**

\*By checking this box and typing my name below, I am electronically signing this application. I hereby agree to submit this application by electronic means. I also understand that an electronic signature has the same legal effect and can be enforced the same way as a written signature.

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

Date: \_\_\_\_\_

**TMR Inc**

\*By checking this box and typing my name below, I am electronically signing this application. I hereby agree to submit this application by electronic means. I also understand that an electronic signature has the same legal effect and can be enforced the same way as a written signature.

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

Date: \_\_\_\_\_