

Personal Assistant Confidentiality Agreement

This Personal Assistant Confidentiality Agreement (shall be referred as "*Agreement*" hereinafter), has been signed by and between;

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Employer

Personal Assistant

The Employer and the Personal Asiistant hereinafter collectively referred to as the "Parties" and individually to as the "Party".

I. Confidential Information

Under this Agreement, the term "Confidential Information" means any and all confidential, proprietary or secret information including, without limitation, research and development plans and results, software, databases, technology, inventions, trade secrets, technical information, know-how, plans, specifications, methods of operations, product and service information, product and service availability, pricing information (including pricing strategies), financial, business and marketing information and plans, and the identity of customers, clients and suppliers (collectively, the "Confidential Information"), and that the Confidential Information, even though it may be contributed, developed or acquired by the Employee, constitutes valuable, special and unique assets of the Company developed at great expense which are the exclusive property of the Company.

II. Prohibition to Disclose

The Personal Assistant shall not disclose the Confidential Information of the Employer, to any

Person (other than the Employer's employees, lenders, counsel, accountants or advisors who

have a need to know such information and have agreed to keep such terms confidential)

without the prior written consent of the Disclosing Party, except where

(a) such information is, at the time of disclosure, generally know to the public, or

(b) where disclosure is required in order to comply with any Applicable Laws or in connection

with any court or regulatory proceeding, or

(c) such information was known by the Personal Assistant, without a breach of any existing

confidentiality obligations known to them, before receiving the Confidential Information from

the Employer; or

(d) such information was obtained by the Personal Assistant from a third party without breach

of any obligation of confidentiality to any person.

The Employer shall be entitled to all remedies available at law or in equity to enforce, or seek

relief in connection with, this confidentiality obligation.

III. Term of the Agreement

This Agreement is an integral part of the Employment Contract between the Parties.

This Agreement enters into force upon signing and remains in effect indefinitely after the

termination of the Employment Contract.

Employer

Personal Assistant

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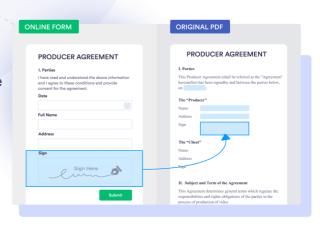
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