

## **CONFIDENTIALITY AGREEMENT**

This ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT is made between Cutsforth, Inc. a Minnesota corporation (the "Cutsforth") and \_\_\_\_\_ (the "Service Technician").

### **RECITALS**

WHEREAS, Service Technician is or will be employed in a position with Cutsforth which is one of utmost trust and confidence and which allows and requires Service Technician to become aware of information which the Cutsforth regards as confidential, proprietary information (the "Confidential Information"); and

WHEREAS, the Confidential Information constitutes customer information and trade secrets which are essential assets of Cutsforth, acquired at considerable expense over a long period of time; and

WHEREAS, it is in the best interest of Cutsforth to protect the confidentiality of the Confidential Information and to prevent the unauthorized use and disclosure of the Confidential Information;

### **AGREEMENT**

1. **Confidential Information:** For purposes of this Agreement, the Confidential Information shall mean the identity of the Cutsforth's prior, existing and potential customers, trade information concerning the Cutsforth's customers, Cutsforth's prices and pricing philosophy, the Cutsforth's marketing strategies and plans, the Cutsforth's costs and expenses, the Cutsforth's methods, tools and equipment used to service customer needs, the Cutsforth's financial condition, the Cutsforth's business plans, the Cutsforth's business records, including by way of example and without limitation, customer lists, project records, market reports, Service Technician lists, business manuals, and projects and procedures, the Cutsforth's information relating to products, components, processes, technologies, intellectual property, trade secrets or theory, information relating to customer needs requirements and specifications, and all other information which may be disclosed by the Cutsforth to the Service Technician in the course of Service Technician's employment, and information which is generated as a result of or in connection with Service Technician's employment with the Cutsforth which is not generally available to the public, and information which is marked or designated in writing as "Confidential" by the Cutsforth.

2. **Non-Disclosure Obligations:** The Service Technician promises and agrees to receive and hold the Confidential Information in confidence and, except as required by Service Technician's duties with Cutsforth, to never use or disclose any Confidential Information. Without limiting the generality of the foregoing, Service Technician further promises and agrees to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure and to not directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Cutsforth in accordance with this Agreement.

3. **Cutsforth Data:** Service Technician shall not permit any Cutsforth records, reports, documents or data of any kind to be placed, stored or retained (even for a very short duration) in any computer, drive, device, or medium of any kind (attached, detached, online or otherwise), other than as owned, leased or in full control of Cutsforth. This prohibition is specifically applicable to any device, which will be retained by Service Technician following termination of employment with Cutsforth as well as any data storage, which will be accessible to Service Technician after such termination.

4. Return of Confidential Information, Tools, Equipment and Property: Service Technician agrees, upon termination of Service Technician's employment for any reason, or upon written request of the Cutsforth at any time, whichever is earlier, to promptly deliver to the Cutsforth and return all tools, equipment and other property of the Cutsforth and all records, notes, and other written, printed or tangible materials and electronic data in the possession of Service Technician, embodying or pertaining to the Confidential Information.

5. No Right to Confidential Information: Service Technician agrees and acknowledges that no license, either express or implied, is hereby granted to Service Technician to use any of the Confidential Information.

6. Breach: Service Technician agrees that in addition to all of the remedies otherwise available to Cutsforth, in the event of a breach or threatened breach by the Service Technician of the provisions of this Agreement, it is acknowledged that the Cutsforth would not have an adequate remedy at law and the Cutsforth would be entitled to injunctive relief so as to prevent any breach or further breach of the provisions of this Agreement.

7. Service Technician Acknowledgment: Service Technician understands and agrees that Cutsforth, through this Agreement, is protecting its legitimate business interests and its customer contracts and relationships, good will, and reputation. Service Technician further acknowledges and agrees that the promises and restrictions contained herein are reasonable and will create no undue burden upon Service Technician. These restrictions will not obstruct Cutsforth from engaging in gainful business ventures or employment in the event of Service Technician's employment terminating with Cutsforth. Service Technician further acknowledges that there is no guaranteed duration of employment with Cutsforth. Service Technician's employment may be terminated by Cutsforth at any time for any reason.

8. Survivability, Assignment: This Agreement shall survive the Service Technician's employment by the Cutsforth. The Cutsforth shall be entitled to assign this Agreement.

9. Inventions and Ideas: The Service Technician hereby assigns to the Cutsforth any and all ideas, inventions, and trade secrets originated or developed by the Service Technician during the term of his or her employment. This Agreement does not apply to any invention of which no equipment, supplies, facility or trade secret information of the Cutsforth was used and which was developed entirely on the Service Technician's own time, and (1) which does not relate (a) directly to the business of the Cutsforth, or (b) to the Cutsforth's actual or demonstrably anticipated research or development; or (2) which does not result from any work performed by the Service Technician for the Cutsforth. The Service Technician shall, during the term of his or her employment, and thereafter, execute any such other documents as the Cutsforth may from time to time request to more fully carry out the intention of this paragraph.

10. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement as a whole.

11. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota. The Service Technician hereby consents to the jurisdiction and venue in the District Court of Itasca County, Minnesota.

[signature page follows]

By signing and dating this acknowledgement I accept the terms of Cutsforth's confidentiality agreement.

CUTSFORTH:  
Cutsforth, Inc.  
a Minnesota corporation

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SERVICE TECHNICIAN:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_