



Confidentiality Agreement

I acknowledge that it is vitally important to ViVODOMi LLC; any of its subsidiaries and affiliates, officers, directors, employees, representatives, agents, clients, or working members thereof to maintain business information and other confidential and proprietary information including personal information in the strictest confidence. I recognize that during the performance of my services as an employee recruited by or for ViVODOMi LLC, I will be provided with access to personal, confidential and proprietary information and trade secrets relating to the business, customers, clients, financial condition or other personal or proprietary matters of business, and/or its Related Persons and that the unauthorized disclosure or use of such information by me could cause injury to the company, its Related Persons, or other persons with an interest in the confidentiality of such information. Therefore, in consideration of my employment, I agree that during the term of my employment and at all times thereafter, absent the express written consent of ViVODOMi LLC, I will not at any time divulge or make any other unauthorized use, directly or indirectly or otherwise disclose, communicate or make known to any other entity or person any personal, business, or confidential information acquired by me concerning ViVODOMi LLC, its Related Persons, and their respective clients, or other persons associated with the aforementioned persons interested in maintaining the confidentiality of such information, with whom I have been associated with solely as a result of my employment, and any persons to whom I have been assigned to work for or their respective colleagues, or any information regarding discussions related to any of the foregoing.

Furthermore, I will not make, write, publish, produce or in any way participate directly or indirectly in placing into the public domain any statement, opinion or information with respect to any of the foregoing people or entities, except in each case information which is required to be expressly disclosed by court order, subpoena or other governmental process. However, in no instance will I provide any personal or confidential information either by testifying or providing an affidavit in the absence of compulsory legal or regulatory process. The foregoing prohibitions shall include, without limitation, directly or indirectly publishing (or causing, participating in, assisting or providing any statement, opinion or information in connection with the publication of) any diary, memoir, letter, story, photograph, interview, article, essay, account or description (whether fictionalized or not) concerning any of the foregoing, publication being deemed to include any presentation or reproduction of any written, verbal, visual, electronic or digital material in any communication medium, including, but not limited to, any book, magazine, newspaper, theatrical product or movie, or television or radio programming or commercial. In addition to any and all other remedies available to my employer, or the persons or entities identified above, for any violation of this Agreement, I agree to immediately remit and disgorge to ViVODOMi LLC any and all payments or other consideration paid or payable to me in connection with or as a result of engaging in any of the above acts.

In the event that I am required to make disclosure under any court order, subpoena or other judicial or administrative process, I will promptly notify ViVODOMi LLC or their designee, take all steps requested by them to defend against the compulsory disclosure and permit the company to participate with counsel of its choice in any proceeding relating to the compulsory disclosure.

Moreover, should I be approached by anyone requesting any confidential, proprietary or personal information about the persons or entities mentioned above, I will not divulge any information and I will immediately contact ViVODOMi LLC, report such contact and take all steps requested by the company. The obligations set forth hereto shall remain in effect following the termination of my relationship with ViVODOMi LLC.

I recognize that any materials provided in connection with my employment are provided solely in connection with the performance of my duties and that such materials and any materials I prepare in the course of my duties are the sole property of ViVODOMi LLC. At the end of my employment, I will immediately deliver to my supervisor all originals and copies of all notes, records, memoranda, data and documents of any description including any computer records or files which refer or relate in any way to any person or entity mentioned above and return to my supervisor any equipment and property of the above which may be in my possession or under my personal control.

I acknowledge and agree that the terms set forth in this Agreement are reasonable and necessary to protect the legitimate business and personal interests of ViVODOMi LLC and its Related Persons. I recognize that their remedies at law for any breach or threatened breach by me of this agreement will be inadequate and violations will cause such parties irreparable damage. Accordingly, they shall be entitled, in addition to any other right and remedy, to an injunction, without the posting of any bond or other security, enjoining or restraining me from any violation or threatened violation of this Agreement and I hereby consent to the issuance of such injunction. If any one or more provisions set forth in this Agreement are held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Moreover, if any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

I have read and understand the Agreement as stated above, in full.

PRINT NAME: _____

DATE: _____

SIGNATURE: _____