

**CONFIDENTIALITY AND  
NON-COMPETE AGREEMENT**

This Agreement ("Agreement") by and between Dieudonne Enterprises, Inc., hereinafter referred to as **COMPANY**, and \_\_\_\_\_, hereinafter referred to as **EMPLOYEE**, is executed on \_\_\_\_\_, 2015.

COMPANY and EMPLOYEE agree as follows:

**1. Prohibition Against Disclosure or Use of Confidential Information**

The EMPLOYEE, during his or her employment with COMPANY, may have access to and become familiar with confidential, proprietary and/or trade secret information or know how (collectively, the "Confidential Information") of COMPANY, at least some of which may be embodied in lists, manuals and binders, brochures, training material, plans, methods, formulas, patterns, product samples, customer lists, price lists, processes, compilations of information, records, computer programs and computer files and/or specifications, which are owned by COMPANY or in the custody and control of COMPANY and which are used in the operation of the business of COMPANY. During the term of EMPLOYEE's employment with COMPANY and for a two (2) year period after the voluntary or involuntary termination of such employment, except as required in the course of employment with COMPANY, EMPLOYEE agrees not to:

- (a) directly or indirectly disclose to third parties any of the Confidential information; and/or
- (b) directly or indirectly use such Confidential Information in any way,

EMPLOYEE's obligation not to communicate or disclose Confidential Information

shall not be deemed to apply to information that:

- (a) is or becomes generally available to the public other than as a result of a communication or disclosure by EMPLOYEE; or
- (b) EMPLOYEE is legally required to disclose; provided, however, that in the event EMPLOYEE is legally required to disclose such information,

Initial:  
Employee \_\_\_\_  
Company \_\_\_\_

EMPLOYEE agrees to provide the COMPANY with prompt notice thereof so that COMPANY may seek an appropriate protective order.

All tangible materials, including, but not limited to, files, records, documents, drawings, specifications, equipment, manuals and binders, product samples, brochures, customer lists, customer "lead" lists, training materials, manuals and binders, computer programs and computer files and other items relating to the business of COMPANY, whether prepared by EMPLOYEE or otherwise coming into EMPLOYEE's possession, shall remain the exclusive property of COMPANY and shall not be removed from the premises of COMPANY under any circumstances whatsoever without the prior written consent of COMPANY. The parties agree that the Confidential Information is not generally known and gives COMPANY an advantage over its competitors that do not know or use it.

## **2. Obligation to Return Property**

EMPLOYEE agrees that within twenty-four (24) hours of any voluntary or involuntary termination of EMPLOYEE's employment with COMPANY, EMPLOYEE will return to COMPANY all tangible items of the Confidential Information, including, but not limited to, all documents, lists, plans, records, equipment, computer programs (whether written on paper or fixed on computer storage media such as magnetic disks, electrical memory circuits, compact disks, etc.) in EMPLOYEE's custody, possession or control which are owed by COMPANY and/or which were directly or indirectly obtained or derived from COMPANY. The terms documents, records, equipment and computer programs include all copies and/or derivative works related to such materials.

## **3. Prohibition Against Employee Conflict of Interest**

During employment by COMPANY, EMPLOYEE agrees not to engage in any activity whatsoever which conflicts with the interests of COMPANY.

During employment, EMPLOYEE must submit in writing a description of any activities which may be considered a conflict of interest at least 30-days prior to engaging in such activities. Within 30-days, COMPANY will determine whether or not such activities do in fact constitute a conflict of interest.

Initial:  
Employee \_\_\_\_  
Company \_\_\_\_

**4. Noncompetition**

Except as provided for in this paragraph 4, the EMPLOYEE, during his or her employment with COMPANY and for a period of two (2) years from the date of any voluntary or involuntary termination of EMPLOYEE’s employment with COMPANY, the EMPLOYEE either alone, together or in conjunction with any other person, without the express, written consent of the Company will not:

Directly or indirectly contact, solicit or contract with any customer or competitor of Company to provide the Services contemplated by this Agreement. This prohibition shall extend to and bar EMPLOYEE’s from referring any customer of Company to an employee, agent or contractor affiliated with a competitor of the Company;

Compete with the business of the Company as a sole proprietor, or through a legal entity or by any other means by carrying on or engaging in a business similar to that of the Company, including becoming employed by a competing business; and

Induce, advise or counsel any employee, agent, or contractor of the Company to leave the services of the Company, or solicit or employ the services of the employees, agents, or contractors of the Company, or otherwise interfere with the relationship between the Company and its employees, agents, contractors or salesmen.

Company agrees and acknowledges that this provision shall be limited in effect to the following specific geographic areas St. Bernard, Orleans and Jefferson Parishes hereto.

The Employee recognizes that economic damages may not provide the Company with sufficient recourse in the event of a breach of these covenants; and therefore, Employee agrees that the Company may seek equitable relief to preclude and/or ameliorate a breach of the foregoing covenants, in addition to all other legal remedies the Company has available.

**5. Modification in Writing**

This Agreement may only be modified or amended in writing signed by an authorized representative of COMPANY and by EMPLOYEE.

Initial:  
Employee \_\_\_\_  
Company \_\_\_\_

**6. Choice of Law**

This agreement shall be interpreted and construed in accordance with the laws of Louisiana, without regard to its conflict of law provisions.

**7. Construction**

It is understood and agreed that, should any portion of any clause or paragraph of this Agreement be deemed by a court of competent jurisdiction to be too broad to permit enforcement to its fullest extent, or should any portion of any clause or paragraph of this Agreement be deemed by a court of competent jurisdiction to be unreasonable or unenforceable, then said clause or paragraph shall be reformed and enforced to the maximum extent permitted by law. In the event that any such clause or any portion of any clause or paragraph is ever deemed by a court of competent jurisdiction to be incapable of reform, the offending language shall be severed, and the remaining terms and provisions of this Agreement shall remain unaffected, valid and enforceable for all purposes.

**8. Survival of Obligations Past Termination of Employment**

The obligations and promises of EMPLOYEE shall survive the voluntary or involuntary termination of EMPLOYEE's employment with COMPANY according to the time periods set forth in each applicable clause of this Agreement. If any such clause is silent as to the survival period, the applicable survival period shall be five (5) years after the voluntary or involuntary termination of EMPLOYEE's employment with COMPANY.

**9. Assignability of Rights**

This Agreement shall inure to the benefit of and be binding upon COMPANY its successors and assigns, and the heirs and legal representatives of EMPLOYEE. COMPANY's rights under this Agreement shall be assignable by COMPANY to any affiliate without any notice to EMPLOYEE. EMPLOYEE may not assign his or her rights or obligations under this Agreement.

**10. Remedies**

In the event of a breach, or a threatened or attempted breach, of any provision of this Agreement by EMPLOYEE, COMPANY shall, in addition to all other remedies, be

Initial:  
Employee \_\_\_\_  
Company\_\_\_\_

entitled to: (a) a temporary, preliminary and/or permanent injunction against such breach without the necessity of showing any actual damages or any irreparable injury, (b) a decree for the specific performance of this Agreement, and/or (c) damages, attorney's fees and costs. The waiver by COMPANY of any breach by EMPLOYEE of any of the terms and conditions of, or any of COMPANY's rights under this Agreement, shall not be deemed to constitute the waiver of any similar right. No such waiver shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

**EMPLOYEE**

\_\_\_\_\_

**COMPANY**

**Dieudonne Enterprises, Inc.**

By: \_\_\_\_\_  
Tina K Dieudonne, President

Initial:  
Employee \_\_\_\_  
Company \_\_\_\_