**Confidentiality Agreement**

This agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Employee") and
Bright Beginnings Learning Center on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_.

Employee will perform services for Bright Beginnings Learning Center that may require Bright Beginnings Learning Center to disclose confidential and proprietary information. Confidential Information is information and data of any kind concerning any matters affecting or relating to Bright Beginnings Learning Center, the business or operations of Bright Beginnings Learning Center, and/or the products, drawings, plans, processes, or other data of Bright Beginnings Learning Center not generally known or available outside of the company.)

Accordingly, to protect the Confidential Information that will be disclosed during employment, the Employee agrees as follows:

1. Employee will hold the Confidential Information received from Bright Beginnings Learning Center in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
2. Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Bright Beginnings Learning Centers Director.
3. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Bright Beginnings Learning Center.
4. Employee will, upon request or upon termination of his/her relationship with Bright Beginnings Learning Center deliver to Bright Beginnings Learning Center any drawings, notes, documents, equipment, clothing and materials received from Bright Beginnings Learning Center or originating from employment with Bright Beginnings Learning Center. Refusal to do so items will be billed to employee.
5. Bright Beginnings Learning Center will have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from Employee during the period of employment with Bright Beginnings Learning Center, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as Bright Beginnings Learning Center may deem appropriate.
6. Bright Beginnings Learning Center reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
7. This agreement will be interpreted under and governed by the laws of the state of South Dakota.
8. All provisions of this agreement will be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this agreement invalid, illegal or unenforceable. If any provision of this agreement or any application thereof will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this agreement or of any other application of such provision will in no way be affected thereby.

**Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:**

(1) Immunity—An individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) 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 (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—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 (A) files any document containing the trade secret under seal and (B) does not disclose the trade secret, except pursuant to court order.

Employee represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

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Employee Signature

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Lori Chamber
Director, Bright Beginnings Learning Center

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Date Date