

Employee Confidentiality Agreement

This 'employee confidentiality agreement', the "agreement" is made between Misal Shimani (hereinafter the "Employee") and The Learning Guide (hereinafter the "Company") on 13 December 2018.

The Employee will perform services for the Company which may require the Company to disclose confidential and proprietary information ("Confidential information") to the Employee. Confidential Information includes information of any kind, nature or description concerning any matters affecting or relating to the Company, its business, operations, products, drawings, plans, processes and/or data.

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

- A. The Employee will hold the Confidential Information received from the Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. The Employee will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized in writing by the appropriate authority of the Company.
- C. The Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his duties for the Company.
- D. The Employee will upon request or upon termination of his relationship with the Company, deliver to the Company any drawings, notes, documents, equipment and materials received from the Company or originating from its activities for the Company.
- E. The Company shall have the sole right to determine the treatment of any information that is part or project specific received from the Employee, 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 the Company may deem appropriate.
- F. The Company reserves the right to take disciplinary action, up to and including termination for violations of this Agreement.

The Employee represents and warrants that it 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 this Agreement.

Misal Bhimani

Senior Website Developer

13-12-2018 Date

The Learning Guide™
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