

**MONARCH  
TIFFANIE A. TILLMAN**



*The One World Government Of  
The God of Abraham, Isaac and Jacob  
Liberation. Leadership. Land.  
TiffanieTillman@Gmail.com ::: 1.321.872.8812*

**CONFIDENTIALITY & NON-COMPETE AGREEMENT**

THE CONFIDENTIAL AGREEMENT (the "Agreement") dated on \_\_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date").

**BETWEEN:**

Tiffanie A. Tillman of "Tiffanie A. Tillman" as an Independent Operator/Contractor  
(the "Disclosing Party")

- AND -

\_\_\_\_\_ of \_\_\_\_\_  
(the "Recipient")

This Agreement is made and entered into, as of \_\_\_\_\_ 2013 ("Effective Date"), by and between, Tiffanie A. Tillman™, the Disclosing Party, (hereinafter collectively referred to as Disclosing Party), and

\_\_\_\_\_ with a principal place of business  
at \_\_\_\_\_, (hereinafter referred to as "Recipient").

**WHEREAS**, Recipient has requested information from the Disclosing Party in connection with consideration of a possible transaction or relationship between Recipient and Disclosing Party.

**WHEREAS**, in the course of consideration of the possible transaction or relationship, Disclosing Party may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Disclosing Party and her/its activities.

**THEREFORE**, the parties agree to enter into a confidential and non-competitive relationship with respect to the disclosure by Disclosing Party to Recipient of certain information.

## CONFIDENTIALITY

1. Definition of Confidential Information: “Confidential Information” means (a) any and all information or material that has or could have commercial value or other utility in the business or prospective business of the Disclosing Party. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Disclosing Party whether or not such information is identified as Confidential Information by Disclosing Party. Confidential Information will also include any information that has been disclosed by a third-party to the Disclosing Party and governed by a non-disclosure agreement entered into by the third-party and the Disclosing Party. By example and without limitation, Confidential Information includes, but is not limited to information or work related to the Disclosing Party’s business and plans of operations, and products relating specifically to the Proprietary Work, including for example and without limitation:

(a) information concerning existing or new product or service ideas, manuscripts, research, development, design details and specifications, photographs, formulations, components, ingredients, chemical analysis, certificates of analysis, regulatory information or approvals, manufacturing trade secrets, financial information, procurement sources, chemical engineering, manufacturing and assembly information, customer lists, accounting records, business forecasts, sales information, marketing plans and business plans, and;

(b) any information that may be made known to Recipient and which the Disclosing Party has received from others that the Disclosing Party is obligated to treat as confidential or proprietary, whether or not marked as confidential.

Definition of Recipient. For purposes of this Agreement, the term "Recipient" shall include Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisers;

Definition of Work. Work means work products or services resulting from or related to work or projects performed or to be performed for the Disclosing Party or the Disclosing Party's clients or business associates, of any type or form in any stage of actual or anticipated research and development;

Definition of Other Proprietary Information. “Other Proprietary Data” means information relating to the Disclosing Party's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

Definition of Proprietary Information/Work. “Proprietary Information” means any information related to the Disclosing Party’s products, services, trademarks, personal information, private life, Internet websites, or any information which relate to the applied-for, pending and/or issued patents, copyrights and trademarks whether or not such or not such are ever issued or upheld to be valid;

Definition of Work Product. “Work Product” means work resulting from or related to work or projects performed or to be performed for the Disclosing Party or the clients/customers of the Disclosing Party, or any type or form in any stage of actual or anticipated research and development;

Definition of Production Processes. “Production Processes” means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs and designs;

Definition of Marketing and Development Operations. “Marketing and Development Operations” means marketing

and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Disclosing Party which have been or are being discussed;

Definition of Client/Customer. “Client or Customer” means names of clients/customers and their representatives, contracts and their contents and parties, client/customer services, data provided by client/customers and the type, quantity and specifications of products and services purchased, sold, leased, licensed or received by clients/customers or the Disclosing Party.

2. Nondisclosure and Non-use Obligations: Indefinitely, from the Effective Date, Recipient will not use, disseminate or in any way disclose any Confidential Information to any person, firm or business, except to the extent that is unavoidably necessary for the purpose of conducting business with the Disclosing Party. Furthermore, Recipient may not disclose the existence of or contents of any negotiations, discussions, contracts or consultations in progress between the parties to any third party without the prior written approval of the Disclosing Party. Recipient shall treat all Confidential Information with the same degree of care as Recipient accords to Recipient’s own confidential information, but not less reasonable care. Recipient shall disclose Confidential Information only to those of its employees or agents who have a need to know such information to assist Recipient with respect to the Purposes of the Disclosing Party. Recipient certifies that each such employee or agent will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Confidential Information. Recipient shall assist the Disclosing Party in remedying any such unauthorized use or disclosure of the Confidential Information. If such unauthorized possession or use of the Confidential Information is the result of the negligence of the Recipient or of any breach by the Recipient of the terms of this Agreement, the Recipient, at the Recipient's own expense, is to take all reasonable actions, including if likely to be effective, court proceedings, to recover possession of, or (as the case may be) to prevent further unauthorized use or disclosure of the Confidential Information.

### NON-COMPETITION

3. Non-Competition. Other than with the expressed written consent of the Disclosing Party, the Recipient will not, for a period of two (2) years, be directly or indirectly involved in a business which is in direct competition with the business lines of the Disclosing Party that are the subject of this Agreement.

Recipient shall not either for its benefit, or for the benefit of any third party, make, use, sell, distribute, promote or in any other way commercially compete with the Disclosing Party’s Proprietary Information or Work, including any product, service, speech, writings, organizing or technology that is the same, substantially the same or could be reasonably deemed to be confusingly similar to the Proprietary Information or Proprietary Work.

It is understood that the Recipient will avoid conflicting opportunities. It is also understand and agreed that any business opportunity relating to or similar to the Disclosing Party's current or anticipated business opportunities coming to the attention of the Recipient during the Recipient's retainer is an opportunity belonging to the Disclosing Party. Accordingly, the Recipient will advise the Disclosing Party of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Disclosing Party.

Without the written consent of the Disclosing Party, the Recipient further agrees not to:

(a) solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Disclosing Party; and

(b) directly or indirectly, engage or participate in any other business activities which the Disclosing Party, in her reasonable discretion, determines to be in conflict with the best interests of the Disclosing Party.

I understand that this agreement includes:

(a) never discussing the personality, personal life or personal business of the Disclosing Party or the Disclosing Party's family, friends, clients, business associates, files or any details thereof with anyone other than the Disclosing Party or the Disclosing Party's contracted workers;

(b) avoiding the use of known names of the Disclosing Party's family, friends, clients or other workers in conversations with other clients, friends or relatives;

(c) ensuring that disclosures of information are made only to persons entitled to that information;

(d) ensuring that conversations relating to the Disclosing Party or the Disclosing Party's family, friends or business are not conducted in the elevator, in the reception area, on the Internet, or other public areas where conversations may be heard by anyone not affiliated with the Disclosing Party;

4. For a period of two (2) years, the Recipient will not divert or attempt to divert from the Disclosing Party any business the Disclosing Party has enjoyed, solicited, or attempted to solicit, from her customers, at the time the parties entered into this Agreement.

5. Non-Solicitation. Any attempt on the part of the Recipient to induce others to leave the Disclosing Party's business, or any effort by the Recipient to interfere with the Disclosing Party's relationship with her other employees, contractors, clients/customers or business associates would be harmful and damaging to the Disclosing Party.

The Recipient, his or her affiliates, subsidiaries and representatives, agree that during the term of this Agreement and for a period of five (5) years after the end of the term of this Agreement, the Recipient will not in any way, directly or indirectly:

(a) induce or attempt to induce any employee or contractor of the Disclosing Party to quit employment or retainer with the Disclosing Party;

(b) otherwise interfere with or disrupt Disclosing Party's relationship with her employees and contractors;

(c) discuss employment opportunities or provide information about competitive employment to any of the Disclosing Party's employees or contractors; or

(d) solicit, entice, or hire away any employee or contractor of the Disclosing Party.

6. Disclosure Required by Law: A disclosure of any Confidential Information (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt prior written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. The Recipient agrees not to discuss such information with any party, nor participate in or permit the release, publication or disclosure of such information, nor copy, photograph, scan, email, distribute, or disseminate such information, except as authorized by law.

## **OWNERSHIP & TITLE**

7. Ownership and Return of Confidential Information and Other Materials: All Confidential Information, and any Derivatives (defined below) thereof, whether created by the Disclosing Party or Recipient, shall be the exclusive property of the Disclosing Party and no license, rights, titles or other interests to Confidential Information or Derivatives is granted or implied hereby. Accordingly, the Recipient will have no interest in the Confidential

Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Recipient may have created or contributed to the creation of the same.

The Recipient waives any moral rights that the Recipient may have with respect to the Confidential Information.

The Recipient agrees to retain all confidential information at his or her usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protectable or protected under copyright, patent and/or trade secret laws. Recipient hereby does and will assign to the Disclosing Party all of Recipient's rights, title in interest and interest in and to any Derivatives developed by Recipient during the term of this Agreement. All materials (including, without limitation, documents, drawings, papers, diskettes/CDs, tapes, models, apparatus, tooling, jigs, custom manufacturing apparatus, parts, components, digital information, translations, inventories, sketches, manuscripts, drafts, recordings, videos and lists) that the Disclosing Party furnishes to and/or develops with Recipient's assistance (whether or not they contain or disclose Confidential Information) are the property of the Disclosing Party.

Within five (5) days after any request by the Disclosing Party, or in the event that the Recipient ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Recipient shall destroy or deliver to the Disclosing Party, at the Disclosing Party's option,

(a) all such Company-furnished materials and;

(b) all materials in Recipient's possession or control (even if not furnished by the Disclosing Party) that contain or disclose any Confidential Information. Recipient will provide the Disclosing Party a written certification of Recipient's compliance with Recipient's obligations under this Section.

### **OTHER PROVISIONS**

8. **No Assignment:** Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

9. **Term:** This Agreement shall govern all communications from Disclosing Party to Recipient that are made from the "Effective Date" until the date on which Recipient receives from the Disclosing Party written notice that subsequent communications shall not be so governed; provided, however, that Recipient's obligations under Section 2 ("Nondisclosure and Non-use Obligations") shall continue in perpetuity with respect to Confidential Information of Company that Recipient has previously received.

Either party may terminate this Agreement by providing a written notice to the other party. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

10. **Notices:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

(a) by personal delivery, when actually delivered to the party listed on this Agreement;

(b) by overnight commercial courier, upon written verification of receipt;

(c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or

(d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

11. Governing Law; Forum; Legal Fees: This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of New York. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in New York, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in New York, such personal jurisdiction shall be nonexclusive. The choice of venue shall remain with the Disclosing Party. Recipient hereby agrees to indemnify Disclosing Party against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by Disclosing Party as a result of a breach of this Agreement by Recipient or its Representatives.

## 12. Arbitration and Equitable Relief

A. Except as provided in Section (B) below, the Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach thereof, shall be settled by binding arbitration under the then current rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The arbitrator may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court as provided in Section 11.

B. Recipient agrees that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth in this Agreement. Accordingly, Recipient agrees that if Recipient breaches the obligations herein, the Disclosing Party has, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction (temporary, preliminary or permanent), or other interim, ancillary or conservatory remedy or relief, restraining such breach or threatened breach and specific performance of any such provision. Recipient further agrees that no bond or other security shall be required in obtaining such equitable relief and Recipient hereby consents to the issuance of such injunction and to the ordering of such specific performance.

13. Severability: If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

14. Waiver; Modification: If the Disclosing Party waives any term, provision or Recipient's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Disclosing Party. No such waiver shall constitute a waiver of any other or subsequent breach by Recipient.

15. Headings: The headings used in this Agreement are intended solely for the convenience of reference, and should not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this Agreement.

16. Counterparts, Facsimile, and Electronic Signatures: This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of executed signature pages by electronic or facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes and merges all prior or contemporaneous discussions or agreements concerning such Confidential Information, written or oral. The clauses, paragraphs and sub-paragraphs contained in this Agreement are intended to be read and construed independently of each other.

18. Time is of the essence in this Agreement.

19. Amendments. This Agreement may only be amended or modified by a written instrument executed by both the Disclosing Party and the Recipient.

20. The Recipient is liable for all costs, expense and expenditures including, but without limitation, the complete legal costs incurred by the Disclosing Party in enforcing this Agreement as a result of any default of this Agreement by the Recipient.

21. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Disclosing Party and the Recipient.

22. No failure or delay by the Disclosing Party in exercising any power, right or privilege in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

**THE PARTIES** have signed and executed this Agreement as of the Effective Date.

**“Independent Contractor”**

Tiffanie Ann Tillman™

By:

\_\_\_\_\_  
Tiffanie Ann Tillman  
Disclosing Party

**“Recipient”**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_