



BRAND PROTECTION AGREEMENT

This binding contract (“Agreement”) is between:

<u>Zoomin Groomin</u>	<u>Groomer</u>
Legal Name: Zoomin Groomin USA LLC	Name:
Address: 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452	Address:

Zoomin Groomin (the "Company") operates a national franchise offering individuals (“Franchisees”) the opportunity to operate a mobile pet spa (the “Franchised Business”) under the Company’s marks through a contract (the “Franchise Agreement”).

Company provider Franchisees with access to Company’s Confidential Information to use in the operation of the Franchised Business and Groomer desires to be employed by a Franchisee.

In exchange for the value Groomer will gain through employment with the Company's Franchisee, along with other valuable consideration, the adequacy and sufficiency of which is acknowledged, Groomer will be bound by the following terms and conditions.

I. **Scope**

- A. Services to Franchisee. Company and Groomer enter into this Agreement as a condition precedent for Groomer having access to the Company’s Confidential Information as an employee of a Franchisee.
- B. Effective. The obligations in this Agreement apply during Groomer’s employment with the Company’s Franchisee and continues after the date when the Groomer’s affiliation with Company’s Franchisee ends, regardless of the reason for separation, or whether it was voluntary or involuntary.

II. **Subject Matter**

- A. Confidential Information. The term “Confidential Information” is defined as non-public sensitive or proprietary material disclosed by Company or Company’s Franchisee to Groomer, or otherwise gained through the course of employment. The disclosure may be oral or written in any form including tangible, intangible and electronic media regardless whether it is marked, or was obtained from a third party.
- B. Examples. Examples of Confidential Information include, but are not limited to: strategic plans, customer information, sources of supply, cost data, pricing, financial statements, product mix, development plans, unpatented ideas, programming code, employee data, and sales strategies.

- C. Exclusions. Confidential Information does not include material obtained from a third party with no corresponding obligation of confidentiality, or in the public domain via a method unrelated to and through no fault of Recipient.

III. Treatment of Confidential Information

- A. Use. Groomer will only use the Confidential Information to deliver services to Company's clients through Company's Franchisee.
- B. Client Development. Groomer acknowledges that customer development and maintenance is essential to Company's business and that all customer information obtained prior to and during Groomer's employment with Company's Franchisee is a valuable, confidential, special, and unique asset of the Company. Groomer does not have any right to customer information and may not solicit any customer of Company's or Company's Franchisee except to schedule and deliver services through Company's Franchisee.
- C. Storage and Return. Groomer will always protect Confidential Information while in its possession in a manner no less rigorous that it protects its own sensitive information. Groomer will notify the Company promptly if any Confidential Information is lost or obtained by a third party without authorization, regardless of fault. Upon termination of employment with Company's Franchisee, Groomer will return or certify destruction of Confidential Information, and may not use the Confidential Information for any purpose.
- D. Required Disclosure. Except as otherwise required by applicable law, Groomer may disclose Confidential Information in response to a validly issued and served subpoena. Prior to making such disclosure, the Groomer will notify Company of receipt of the service of process, as soon as practicable, but in no case less than three (3) days from receipt.
- E. Whistleblower Protection. Nothing in this Agreement is intended to prevent either party from reporting actual violations of applicable law including those required by occupational safety and health regulations, Sarbanes-Oxley, Dodd-Frank, and the Consumer Products Safety Improvement Act.
- F. Duration. The obligations in this Agreement will remain in effect for a period of five (5) years from receipt of such Confidential Information. However, obligations with respect to Trade Secrets as that term is defined and governed by applicable law will remain in effect until such time as the material is no longer a Trade Secret.

IV. Signature

Intending to be bound by the terms expressed in this Agreement, the authorized representatives of each party affix their signature below to signify acceptance.

Groomer	Zoomin Groomin
Signature:	Signature:
Name Printed:	Name Printed:
Date:	Date: