

CONFIDENTIALITY AGREEMENT

Between Marth Group, LLC and Employee

This Confidentiality Agreement (“Agreement”) is made and is effective on the date indicated on the last page of this form, by and between Marth Group, LLC (“Company”) and the herein named employee (“Recipient”). The employee recognizes that the Marth Group has made confidentiality agreements with several of its clients (“Owner”), and that these agreements also are applicable to its employees. The purpose of this agreement is to inform and bind the employee to the terms of the company’s agreements, conditions and expectations, of and with, its clients.

1. Confidential Information.

The Owner will disclose certain of their confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient, by Company or by Owner.

In highly competitive industries such as ours, everything of a confidential nature must be protected. Advance knowledge of customer’s sale prices or promotional plans could cause serious problems if revealed prior to the delivery time and date of announcement or publication. Information about new products, marketing plans, computer information, methods, prices, costs, customers, earnings, internal expenses are critical to the success of the Company. Such matters concerning your job or the Company are not to be disclosed to other employees or outsiders. Experience has taught us the extreme importance of safeguarding all confidential information to which you are entrusted.

2. Recipient's Obligations.

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and that Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and/or the Company. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of the Company or the Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information.

C. No employee shall share any information with a competitor or potential competitor that is not generally available to the public. Specifically, production yields, costs, marketing strategies, customer information, and other such information, even though available to the customers, shall not be shared with competitors or potential customers.

Our customers trust us with confidential data and other materials. Should this information be revealed, the customer’s trust is destroyed; therefore, jobs are lost for all of us. In order to protect our customer’s interests, everything about a customer’s job must be treated as confidential. All employees are prohibited from removing any samples of work, copy, electronic files, proofs, overs, spoilage, materials, supplies, job specifications, etc., from a Marth Group facility without explicit prior approval from their direct manager or a Marth Group Senior Leader. Any removal of such places the company in an embarrassing position with the customer, and may possibly lead to the loss of the customer’s business and/or legal actions. Employees who violate the trust that our customers place in us are subject to discipline up to and including discharge.

3. Term.

The obligations of Recipient herein shall be effective during the period of their employment and for a period of two years following the termination of their employment, and commences from the date the Company or the Owner first discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by the employment status of the Recipient, in the present or future.

4. Other Information.

The Recipient shall have no obligation under this Agreement with respect to Confidential Information that is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement.

5. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Minnesota and Recipient consents to the exclusive jurisdiction of the state courts and U.S. Federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

6. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

8. At-Will Employment

This Agreement is not a contract of employment, and employment with the Company is and continues to be, at-will.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Employee Signature

Date

Print Name

Witnessed by

on behalf of Marth Group, LLC
cc: Employee Personnel File