Ingleside Animal Hospital

This Confidentiality Agreement is entered into by and between the employee (signed below) and Ingleside Animal Hospital as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ in regard to the following facts:

 A. As part of Employee’s employment with Ingleside Animal Hospital, Employee has or will be exposed to and/or provided with confidential information relating to the operation of Ingleside Animal Hospital’s business and its clients that are “Confidential Information/Trade Secrets” (as defined below) belonging exclusively to Ingleside Animal Hospital.

 B. Employee acknowledges that a part of the consideration employee is providing to Ingleside Animal Hospital in exchange for his/her employment and continued employment with Ingleside Animal Hospital is employee’s agreement to maintain the confidentiality of Ingleside Animal Hospital’s Confidential Information/Trade Secrets in the manner provided in this Agreement.

 In consideration of the foregoing, Employee agrees as follows:

 1. **Information and Recommendations to Benefit Ingleside Animal Hospital**. Employee shall provide Ingleside Animal Hospital with all information and recommendations regarding Ingleside Animal Hospital’s business, of which employee has knowledge that could reasonably be considered to benefit Ingleside Animal Hospital. Employee shall not usurp, for personal gain, information which could reasonably be considered to benefit Ingleside Animal Hospital.

 2. **Confidential Information/Trade Secrets and Unfair Competition**. Employee acknowledges and agrees that the names and addresses of Ingleside Animal Hospital’s clients and prospective clients (“Clients”) and all other confidential information relating to those actual or prospective clients as well as all other information that has or could have commercial value or other utility in the business in which Ingleside Animal Hospital or its Clients are engaged or in which they contemplate engaging and information, that, if disclosed without authorization, could be detrimental to the interests of Ingleside Animal Hospital or its clients, whether or not such information is identified as confidential information by Ingleside Animal Hospital or its Clients constitutes Confidential Information/Trade Secrets of Ingleside Animal Hospital. By example, and without any limitation, Confidential Information/Trade Secrets includes all information on the profitability of Ingleside Animal Hospital, Ingleside Animal Hospital’s client lists and potential leads client lists, information relating to Ingleside Animal Hospital’s clients such as pricing information or profit margins, any other information relating to Ingleside Animal Hospital or Ingleside Animal Hospital’s clients that have been obtained or made known to Employee solely as a result of Employee performing his/her services for Ingleside Animal Hospital, sales, production and/or design techniques, product designs, copyrighted materials and software created for the benefit of Ingleside Animal Hospital, as well as Ingleside Animal Hospital’s business plans, strategy plans, sales figures, sales reports, accounting/financial records (including, but not limited to, balance sheets, profit and loss statements, tax returns, payable and receivable information, bank account information and other financial reporting information), personnel policies, marketing plans, buying habits or practices of Ingleside Animal Hospital’s clients not specifically aforementioned, Ingleside Animal Hospital’s marketing methods and related data, the names of any of Ingleside Animal Hospital’s vendors, or suppliers, information relating to costs, sales or services provided to Ingleside Animal Hospital by such vendors, the prices Ingleside Animal Hospital obtains or has obtained for Ingleside Animal Hospital’s products or services, compensation paid to Ingleside Animal Hospital’s employees and other terms of employment, information regarding Ingleside Animal Hospital’s relations with its employees, information regarding other employees or agents of Ingleside Animal Hospital, or confidential client information and/or other confidential information regarding the manner of business operations and actual or demonstrably anticipated business, research or development of Ingleside Animal Hospital are provided in confidence and constitute Confidential Information/Trade Secrets (as defined in the state in which Employee resides) of Ingleside Animal Hospital. Employee acknowledges and agrees that the sale or unauthorized use or disclosure of any of Ingleside Animal Hospital’s Confidential Information/Trade Secrets obtained by employee during his/her employment with Ingleside Animal Hospital constitutes unfair competition. Employee promises not to engage in any unfair competition with Ingleside Animal Hospital.

 3. **Covenant Not to Disclose Ingleside Animal Hospital’s Confidential Information/Trade Secrets During or After Term of Employment**. Employee will not, except as required in the conduct of Ingleside Animal Hospital’s business or as authorized in writing by Ingleside Animal Hospital, publish or disclose, during Employee’s term of employment or subsequent thereto, any Confidential Information/Trade Secrets as defined herein or any other matter relating to Ingleside Animal Hospital’s business that Employee may in any way acquire through his/her employment with Ingleside Animal Hospital. All records, files, plans, documents and the like relating to the business of Ingleside Animal Hospital which Employee shall prepare, use, or come in contact with shall be and shall remain the sole property of Ingleside Animal Hospital and shall not be copied without written permission of Ingleside Animal Hospital and shall be returned to Ingleside Animal Hospital on termination of employment or at Ingleside Animal Hospital’s request at any time.

4. **At-Will Employment**. Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment with Ingleside Animal Hospital, nor shall it interfere in any way with Employee’s right or Ingleside Animal Hospital’s right to terminate employee’s employment at any time, with or without cause, with or without notice.

5. **Waiver**. No waiver by Ingleside Animal Hospital of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Ingleside Animal Hospital of any right under this Agreement shall be construed as a waiver of any other right.

6. **Tolling and Suspension**. In the event of a breach by Employee of any covenant contained in this Agreement, the running of the period of restriction shall automatically be tolled and suspended for the amount of time the breach continues, and shall automatically commence when the breach is remedied so that Ingleside Animal Hospital shall receive the benefit of Employee’s compliance with the terms and conditions of this Agreement.

7. **Entire Agreement**. This is the entire agreement between Ingleside Animal Hospital and employee regarding confidentiality of Ingleside Animal Hospital’s Confidential Information/Trade Secrets and this Agreement supersedes any and all prior agreements, whether oral or written, regarding these issues.

8. **Choice of Law**. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State in which the Employee resides without giving effect to the principles of conflict of laws.

9. **Severability**. This Agreement consists of a series of separate covenants. If any separate covenant, word or provision of this Agreement is found unenforceable it may be severed from this Agreement with the remainder of this Agreement remaining in full force and effect.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

 Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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 Signature