

Trainee Confidentiality Agreement

THIS AGREEMENT is between "Trainer" or "Independent Contractor" and the individual(hereinafter referred to as "Trainee").

WHEREAS, Trainer has received from NovaLash, Inc. (hereinafter referred to as "NovaLash" or "Company") certain Proprietary Information and/or Work Product, including, but not limited to, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, videotapes, written presentations, brochures, drawings, manuals, models, as further defined in the Company's "Confidentiality, Invention, Non-Disclosure and Non-Compete Agreement," including but not limited to any NovaLash Training Manual, Written and Practical Tests and Scoring Guides (collectively to the Company and to be identified as such to the Trainee.

WHEREAS, the Trainee desires to receive the Proprietary Information from Trainer for the purpose of using the Proprietary Information to perform certain duties within the scope of Trainee's employment by an employer or as an independent contractor;

NOW, THEREFORE, in consideration for disclosure by the Trainer to the Trainee of the Proprietary Information to which this Agreement refers, the Trainee agrees to the following:

1. that the Trainee recognizes the confidential nature of the Proprietary Information and the Company's proprietary rights in and to the Proprietary Information;
2. that the Trainee will preserve and protect the confidentiality of the Proprietary Information against unauthorized use or disclosure, including but not limited to, any copy or reproduction or use of NovaLash Proprietary Information at any time during Trainee's possession or control of the Proprietary Information;
3. that the Trainee will not at any time during possession or control of the Proprietary Information make, or authorize that making of, any disclosure of the Proprietary Information except when authorized by the Trainer or NovaLash; including but not limited to the use of NovaLash copyrighted Proprietary Information to train or demonstrate to others NovaLash techniques and procedures,
4. that the Trainee will not at any time during possession or control of the Proprietary Information use, or authorize the use of, the Proprietary Information except in performing tasks within the scope of Trainee's employment by an employer or as an independent contractor;
5. that the Trainee shall promptly notify the Trainer or NovaLash of any lawful request received by the Trainee to disclose the Proprietary Information prior to complying with the request;
6. that the Trainee shall deliver to NovaLash upon request at any time for any reason all Proprietary Information within the possession or control of the Trainee; and
7. that the Trainee shall deliver to NovaLash all Proprietary Information within the possession or control of the Trainee upon ceasing use of the Proprietary Information to perform the duties within the scope of Trainee's employment by an employer or as an independent contractor.