

**EMPLOYEE NON-DISCLOSURE AGREEMENT**

This Employee Non-Disclosure Agreement (the "Agreement") is made and effective this 7th day of Feb, 2012.

**BETWEEN:** Heidi Benson (the "Employee"), an individual with their main address at:

909 Marina Village Pkwy #351  
Alameda, CA 94501

**AND:** Latitudes and Attitudes (the "Company"), a corporation organized and existing under the laws of the State of California, with its head office located at:

270 Portofino Way  
Redondo Beach, CA 90277

In consideration of employment by Company and disclosure by Company of confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows:

**1. CONFIDENTIALITY**

Employee acknowledges that in the course of Employee's employment by Company, Employee will be exposed to valuable confidential and trade secret information of Company. Employee agrees to treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this Agreement.

Employee acknowledges that trade secrets of the Company will consist of but not be necessarily limited to:

- a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Employee understands that this Agreement does not and will not prevent him/her from working for any other Company subsequent to the termination of his/her employment with the Company as long as the Employee does not use or disclose any such confidential and proprietary information.

## **2. USE**

Employee shall not use Company's confidential and trade secret information, except to the extent necessary to provide services or goods requested by Company.

## **3. ENFORCEMENT**

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other rights and remedies available at law or in equity.

## **4. TERMINATION**

All materials furnished to Employee by Company, and all materials prepared by Employee in connection with Employee's employment by Company, including without limitation: documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to Company upon termination of Employee's employment by Company.

## **5. OWNERSHIP**

Employee agrees that all developments made and works created by Employee or under Employee's direction in connection with Company assignments shall be the sole and complete property of Company, that any and all copyrights and other proprietary interests therein shall belong to Company, and that the other provisions of this Agreement shall fully apply to all such developments and works.

## **6. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the state of California.

## **7. INDEMNIFICATION**

Employee agrees to pay liquidated damages in the amount of \$5,000.00 for any violation of the covenant not to disclose confidential information contained in this Agreement.

## **8. BINDING AGREEMENT**

If any part of these promises is void for any reason the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at the offices of Latitudes & Attitudes on the date indicated below.

COMPANY

EMPLOYEE

Joe Morales  
Signature

Heidi A. Benson  
Signature

Joe Morales  
Printed Name

Heidi A. Benson  
Printed Name

VP Operations  
Title

Advertising Director  
Title

2/7/12  
Date

2/7/12  
Date