

MODEL CASE: Model08\_01

Plaintiff's Exhibits submitted before the hearing:

- A. Exhibit A to complaint, CONFIDENTIALITY AGREEMENT (attached)
- B. Screenshots of e2BOOKS, OSOFT, and GIOTTO books.



**eBOOKS, INC.**

**789 Agoura Road  
Westlake Village, CA  
91999**

[ebooks.com](http://ebooks.com)

## CONFIDENTIALITY AGREEMENT

This Agreement is made this 12th day of July, 2006, by and between eBOOKS, Inc., hereafter referred to as "Employer" or "the company", and MARIANNE LABELLE, hereafter referred to as "Employee":

### WHEREAS:

1. Employer desires to employ Employee in a position of trust and high responsibility, and Employee desires to accept said employment.

2. In the course of Employee's employment, Employee will gain access to various trade secrets of Employer. Said trade secrets will include, but will not be limited to: technical ideas, source code, screen layouts and designs, customer data, personnel records, marketing plans, and any other information which the Employer designates as "Trade Secret" or "Confidential." All of the said information is referred to herein as "Trade Secrets."

3. Some of the Trade Secrets exist as of the date hereof, and some of the Trade Secrets may come into existence after said date. Employee may originate, transform, or work on the development of some of the Trade Secrets.

NOW THEREFORE, in consideration of their mutual agreements undertaken in the Employment Agreement, to which this Confidentiality is attached, the parties have agreed as follows:

A. All Trade Secrets are the property of Employer, and Employee shall have no rights or ownership interest in them.

B. Employee shall hold all Trade Secrets in confidence, and will not disclose them or any part of them to any third parties, including to any other employees of Employer, except to the extent such employee has a need to know the said information, and even then, provided only that the Employer has consented to such disclosure.

C. To the extent that Employer decides to apply for protection for any such Trade Secrets under the laws of copyright, trademark, or patent, Employee will cooperate with Employer in such application and will, upon request, assign to Employer any rights Employee may have with respect to such Trade Secrets under such laws.

D. Employee's obligations under this Confidentiality Agreement will survive the expiration of the term of the Employment Agreement and will continue in effect, with respect to any such Trade Secret, until the earlier of seven (7) years after the termination of the Employment Agreement or until the date such information becomes known to persons outside the company.

IN WITNESS WHEREOF the parties have signed this agreement as of the date first written above.

eBOOKS, Inc. Employer  By _____ John le Stud, VP of Research and Development	Marianne Labelle, Employee  _____
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