



## **Confidentiality Agreement**

This Confidentiality Agreement (this “Agreement”) is entered into by and between MAI Retailers (Monograms America, Inc.) (MAI), a retail trade association, established under the laws of the State of Texas, and \_\_\_\_\_ (MEMBER) dba \_\_\_\_\_ (STORE NAME).

WHEREAS, for the purposes of this agreement, the term “CONFIDENTIAL INFORMATION” means any and all proprietary and shared information, written, oral or electronic, provided by either party to the other in publications, meetings, workshops, technical or non-technical forms of communications, including passwords and user IDs to the computer website of Monograms America, Inc.

WHEREAS, such information is not public knowledge but is proprietary and/or confidential and is being disclosed to MEMBER only under the terms and conditions of this said Agreement.

WHEREAS, both parties to this agreement consider the disclosure of information to all members to be necessary and desirable for the purpose of facilitating discussion and evaluation of possible collaborative product news, business management, retail and wholesale pricing, ideas, suggestions, opinions or any topics relating to the operations of any member’s business. However, Member may disclose the Confidential Information to any of its own employees with a need to know in order to effectuate the duties set forth as an employee of Member’s retail establishment. That MEMBER is solely responsible for actions of any and/or all employees regarding disclosure of information and will be liable for any consequences as agreed.

WHEREAS, it is agreed that the membership in Monograms America, Inc. will be immediately terminated, at the sole discretion of MAI, upon proprietary information being shared in any way with a person or persons outside of the membership, regardless of whether it was provided before or after the date of this agreement. It is also agreed and understood that the user ID and password will also be deactivated upon notification of termination of membership.

My signature below indicates that I have read, accept, and agree to abide by all the terms and conditions of this agreement and agree to be bound by it.

THE MEMBER:

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

ON BEHALF OF

MONOGRAMS AMERICA, INC.:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_