



CONFIDENTIALITY/NONCOMPETITION AGREEMENT

This Agreement is entered into between the Associate signing below (“Associate”) and Toba, Inc.

Associate and Toba Inc. agree as follows:

Section 1. Confidentiality

During Associate’s employment by Toba, Associate has received, and will in the future receive, or has had, or will in the future have, access to sales, purchasing and marketing techniques, information and materials of Toba, as well as lists or identities of customers, and pricing information of Toba (“Proprietary Items”).

Toba shall own all right, title and interest in and to all Proprietary Items (even if developed by Associate). Associate shall deliver to Toba all Proprietary Items and other property owned by Toba upon Toba’s request. Associate shall not copy, disclose, or use any Proprietary Items, whether or not developed by Associate, except as required for performance of Associate’s duties on behalf of Toba.

Section 2. Noncompetition.

Associate acknowledges that it would be impossible after working for Toba and being exposed to the Proprietary Items, to work for any business which competes with Toba without using Proprietary Items or information contained therein, business contacts acquired through Toba, or expertise acquired through Toba. Associate therefore agrees that, during Associate’s employment by Toba and for a period of twenty-four (24) months thereafter (“Restrictive Period”), Associate shall not directly or indirectly sell, offer to sell, or otherwise arrange for the sale of food, tobacco, or food- or tobacco-related products to any party which was (a) a customer of Toba at any time during the twenty-four (24) month period immediately preceding the termination of Associate’s employment with Toba and (b) with whom the Associate has had personal contact in the course of Associate’s employment by Toba within the twenty-four (24) month period immediately preceding the termination of that employment. In addition, Associate shall not during the Restrictive Period, directly or indirectly, work for a direct competitor, suggest request or encourage any employee, customer or supplier of Toba with whom the Associate has had personal contact in the course of his employment with Toba within the twenty-four (24) month period immediately preceding the termination of that employment, to curtail, reduce, or terminate its or their relationship with Toba.

Associate represents and warrants that if employment with Toba ends, Associate will be able to earn a livelihood without breaching this Agreement.

Section 3. Specific Enforcement.

Because it would be difficult, if not impossible, to measure in money the damages to Toba occasioned by Associate’s breach of any obligation under this Agreement, Associate hereby waives the posting of bond and agrees that Toba shall be entitled to injunctive relief prohibiting activity violating this Agreement, as well as monetary damages.

Section 4. Employers' Notice Requirements

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Section 5. Miscellaneous.

- 5.1 Review of Associate: Benefits in Reliance. Associate has carefully read and understands all the terms of this Agreement and agrees that Toba is granting additional and valuable benefits and continued employment to Associate in reliance on this Agreement by Associate, and would not do so absent Associate's agreement to the above provision.
- 5.2 Interpretation. If for any reason any provisions of this Agreement shall be held to be unenforceable as written, they shall be deemed modified to the extent necessary to make them enforceable, and shall be so enforced.
- 5.3 Entire Agreement: Modification. This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with regard to the subject matter hereof, and can be modified only by written agreement of the parties.
- 5.4 Scope. This agreement is not intended to provide Associate with any rights to employment or continuing employment with Toba or to establish any other terms or conditions of such employment.
- 5.5 Confirmation of Continued Effectiveness. As a condition of continued employment, Associate shall from time to time as requested by Toba, confirm in writing the continuing validity and effectiveness of this Agreement.

Associate:

Toba Inc.:

(Print Name)

(Sign Name)

Address:

Date Signed: _____

Revised 06/16

By: _____

Title: _____

Address:

Date Signed: _____