

**BRAND PROTECTION AGREEMENT**

This Brand Protection Agreement (“Agreement”) is between:

<b><u>Franchisee (“we” or “us”)</u></b>	<b><u>Employee (“you” or “your”)</u></b>
Legal Name: d/b/a Cooper’s Scooper	Name:
Address:	Address:

- A. We operate an independently owned and operated business providing professional pet waste removal services for residential and commercial properties, including the collection, removal, and proper disposal of pet waste (the “Business”) under a Franchise Agreement with Coopers Scoopers LLC (“Franchisor”).
- B. Franchisor has granted a license to specific Intellectual Property and access to Confidential Information to be used solely in the operation of the Business.
- C. We wish to obtain your services for the Business, and you desire to provide services in such capacity, which will require utilizing Confidential Information.

You agree to be bound by the following terms and conditions as a condition of employment:

- 1. **Term and Survival.** The obligations in this Agreement apply during your employment with us and shall continue after your separation, regardless of the reason or whether it was voluntary or involuntary.
- 2. **Confidentiality, Non-Disclosure, Intellectual Property.**
  - (a) "Confidential Information" means all information or data (oral, written, and electronic) disclosed or furnished by us or Franchisor to you in connection with your employment with us, including but not limited to all business processes, plans, ideas, strategies, and information, financial data, trade secrets, customer and employee data, agreements, manuals, operating materials, knowledge, know-how, and all other data, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Confidential Information does not include information (a) already in your possession before receipt from Franchisor or us; (b) that is a matter of public knowledge through no fault of yours; or (c) that is rightfully received by you from a third party not owing a duty of confidentiality to Franchisor or us.
  - (b) You may only use Confidential Information to deliver services to our customers. You shall not, directly or indirectly, during the term of this Agreement or thereafter, communicate, divulge, or use any Confidential Information for the benefit of any

other person, partnership, association, or corporation. You agree to take reasonable measures to prevent unauthorized people or entities from accessing Confidential Information in your possession. You will notify us promptly if any Confidential Information is lost or obtained by a third party without authorization, regardless of fault. You will inform us immediately (within 3 days) if you receive a subpoena requesting Confidential Information.

- (c) Upon request, you shall immediately return all Confidential Information, including any copies of Confidential Information or materials developed from such Confidential Information.
- (d) All Intellectual Property and Confidential Information shall remain the exclusive property of the Franchisor. This Agreement does not grant or imply any license or conveyance of any intellectual property rights.
- (e) Whistleblower Protection. Nothing in this Agreement is intended to prevent the disclosure of illegal activity, in confidence, to the appropriate government agencies.

3. **Unfair Competition.**

- (a) You agree that during your employment, and for one year after, you will not, directly or indirectly, divert, solicit, or attempt to divert or solicit any customer of ours, another Cooper's Scoopers franchise, or a Franchisor-owned location to: 1) terminate their relationship with us, another Cooper's Scoopers franchisor, or Franchisor-owned business or 2) obtain services from a Competitive Business "**Competitive Business**" means any business that offers services like the Business.
- (b) The 12-month period shall be stayed up to 12 months during any violation or breach of this section.

4. **Covenants as Independent and as Conditions Precedent to Employment.** The covenants in this Agreement are independent of any other terms regarding your relationship with us and are conditions precedent to engagement or employment. Any claim or cause of action against us or the Franchisor, whether predicated on this Agreement or otherwise, will not be a defense to the enforcement by us or the Franchisor of the covenants in this Agreement.

5. **Non-Disparagement.** You agree, both during and after the Term of this Agreement, not to disparage Franchisor, us, our Business, or its officers, directors, members, employees, or independent contractors.

14. **Governing Law/Venue.** Except as to claims governed by federal law, the law of the state in which this Agreement is to be performed or principally performed governs all claims that in any way relates to or arise out of this Agreement or any of the dealings of the parties ("Claims"). The parties also agree to bring any Claims solely in the state or federal court closest to our principal business office.

15. **Jury Waiver.** In any trial between the parties as to any Claims, the parties agree to waive their rights to a jury trial and instead have such action tried by a judge.
16. **Injunctive Relief.** In case of a breach or threatened breach of this Agreement, we shall be entitled to an injunction restraining you. You waive the posting of a bond by us or Franchisor on any preliminary, temporary, or permanent injunction obtained by us or Franchisor. In addition to any equitable relief, we or Franchisor shall be entitled to any other such remedy provided by the law, including the award of damages.
17. **Entire Agreement, Modification, Waiver.** This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations concerning the Confidential Information. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No waiver by any party of any provision or breach of this Agreement shall be deemed a waiver of any other provision or breach.
18. **Binding Effect, Assignment.** This Agreement will be binding on the parties and their heirs, executors, administrators, successors, and assigns. We may assign this Agreement without notice. You consent to such assignment and agree that all terms and conditions of this Agreement will remain in effect after any such assignment.
19. **Severability.** If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required enforcement of the Agreement as a whole.
20. **Third Party Beneficiaries.** Our franchisor, Coopers Scoopers LLC, is an intended third-party beneficiary of this Agreement with the independent right to enforce its terms.
21. **Joint Employment Disclaimer.** You acknowledge that you are employed only by the company identified as “Franchisee.” You will not be employed by Franchisor or provide services to Franchisor. Franchisor shall not be considered an employer or joint employer of you.

Intending to be bound by the terms expressed in this Agreement, the undersigned parties affix their signature below to signify acceptance.

Franchisee	Employee
Signature:	Signature:
Name Printed:	Name Printed:
Date:	Date: