

AGREEMENT REGARDING CONFIDENTIAL INFORMATION, NON-SOLICITATION, AND NON-INTERFERENCE

THIS AGREEMENT is made as of the date set forth below, by and between the individual (“Employee”) set forth on the signature page of this agreement, and Prezza, Inc. dba Prezza, Safra Restaurant Group LLC dba The Blue Ox, CMRG LLC dba Tonno Wakefield, and Tonno, LLC dba Tonno Gloucester (all hereinafter referred to as the “Company”).

In consideration of Employee’s employment and/or continued at-will employment by the Company, Employee’s access to and provision with Confidential Information belonging to the Company, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONFIDENTIALITY AND NONDISCLOSURE.

Employee covenants and agrees that all Confidential Information will be held in complete confidence and that Employee will not, during Employee’s employment with the Company, except in the performance of Employee’s duties for the Company, or at any time after the termination of Employee’s employment with the Company, communicate or disclose to any person (other than to the Company), or use for Employee’s own account, without the prior written consent of the Company, any Confidential Information. For purposes of this Agreement, the term “Confidential Information” shall mean all original and copies of all material, data, documents, and information in any format and all other data or information in any form, whether prepared, conceived or developed by an employee of the Company (including Employee) or received by the Company from an outside source, that is in the possession of the Company.

Examples of Confidential Information include, but are not limited to the following as it relates to the Company: all recipes, recipe books, recipe manuals and other recipes created by or for the use of the Restaurant, signature company steps of service, production processes, formulas, methods, manuals, products (existing, contemplated or under development), inventions, all financial information, unpublished financial statements, financial plans, profit and loss information, gross profit margins, budgets, licenses, costs, price lists, prices and/or other terms the Company obtains or has obtained which is not otherwise available to the public, financial forecasts, trade secrets or information affecting or relating to the business of the Company, marketing plans, business plans and strategies, software, computer programs and codes/passwords, designs, prototypes, specifications, research, the names of or other information regarding the Company’s vendors or suppliers, and certain personal information regarding the Company’s employees, and any other nonpublic information. Confidential information also includes information which is not generally known to those outside of the Company detailing, listing, describing or otherwise relating to the business, conduct or operations of the Company.

Employee also agrees that any and all information that he or she develops in connection with his/her employment for the Company shall constitute Confidential Information of the Company. Employee agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed at any time, in whole or in part, to any third party without the prior written consent of the Company, and not to use any Confidential Information for any purpose except as strictly required for Employee’s employment with the Company. Employee agrees that he or she shall notify the Company in writing immediately in the event Employee becomes aware of any loss or disclosure of any Confidential Information. Employee shall promptly return all Company Property and Confidential Information in his/her possession at the request of the Company or upon termination of Employee’s employment.

2. NON-SOLICITATION AND NONINTERFERENCE.

Employee covenants and agrees that Employee will not, at any time during Employee’s employment with the Company and for a period of one (1) year thereafter, without the prior written consent of the Company, directly or indirectly, solicit, employ or otherwise engage, as an employee, consultant or otherwise, any person who is or was an employee of the Company, or any of its affiliates or subsidiaries at any time during the period of Employee’s employment with the Company, or in any manner induce or attempt to induce any employee of the Company or any of its affiliates or subsidiaries to terminate his or her employment with the Company or its affiliates or subsidiaries.

Employee also covenants and agrees that Employee will not, at any time, interfere with or act in a manner detrimental to the business and affairs of the Company or any of its affiliates or subsidiaries.

3. MISCELLANEOUS.

(a) Employee is an "at will" employee of the Company and may terminate his or her employment at any time. Employee further agrees that the Company may similarly terminate Employee's employment at any time. This agreement does not create a contract for employment for any specified duration, either expressly or by implication.

(b) This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

(c) The restrictions set forth in this Agreement shall survive any subsequent changes to Employee's employment (including but not limited to Employee's position, title, duties, responsibilities, and compensation amount and reporting structure).

(d) Employee acknowledges and agrees that compliance with the covenants set forth in this Agreement is necessary to protect the Confidential Information of the Company, and that any breach of this Agreement will result in irreparable and continuing harm to the Company, for which money damages may not provide adequate relief. Accordingly, in the event of any breach or anticipatory breach of this Agreement by Employee, or Employee's claim in a declaratory judgment action that all or part of this Agreement is unenforceable, the parties agree that the Company shall be entitled to the following particular forms of relief as a result of such breach or anticipatory breach, in addition to any remedies otherwise available to it at law or equity: (a) injunctions, both preliminary and permanent, enjoining or restraining such breach or anticipatory breach, and Employee hereby consents to the issuance thereof forthwith and without bond by any court of competent jurisdiction; and (b) recovery of all reasonable sums and costs, including computer forensic investigation fees and attorneys' fees, incurred by the Company to defend or enforce the provisions of this Agreement.

(e) Employee agrees that the provisions of this Agreement shall be enforced to the fullest extent permissible under applicable laws and public policies. Accordingly, if any term or provision of this Agreement or any portion thereof is declared illegal or unenforceable by any court of competent jurisdiction, such provision or portion thereof shall be deemed modified so as to render it enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, this Agreement shall be considered divisible as to such provision which shall become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement shall be construed in accordance with the laws of Massachusetts.

Employee Signature _____	
Print Name _____	Date ____/____/____
Supervisor Signature _____	
Print Name _____	Date ____/____/____