

BARONA RESORT & CASINO CONFIDENTIALITY AGREEMENT

This agreement made this _____ day of _____, 2021, between the Barona Band of Mission Indians, and its agency, the Barona Tribal Gaming Authority doing business as Barona Resort and Casino, collectively referred to as “Employer”, and _____ referred to as “Employee”

“Employer” as used herein means: Barona Band of Mission Indians, its agencies and enterprises, successors and assigns, and any of its present or future subsidiaries, or organizations controlled by or under common control with it.

AGREEMENTS

In consideration of Employer’s initial or continued employment of Employee and the covenant and obligations set forth in this Agreement and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIALITY

A. Confidential Information and Trade Secrets

“Confidential information and trade secrets” means all information, copyrights, inventions, patents and other intellectual property, processes, patents and other methods, practices, designs, customers, credit information, products, product design information, pricing, plans, databases, computer programs and related documentation, computer printouts, purchasing, accounting, engineering, customer information, customer lists, price lists, supplier lists, marketing plans, financial information, and all other compilations of information (including any information on electronic media) which relate to the Employer, and any other proprietary material of Employer that Employee may gain in the course of, or as a result of, his or her employment and which is not otherwise available to the general public without breach of this agreement.

B. No Use or Disclosure

Employee understands that the confidential information and trade secrets have been developed or obtained by Employer by investment of significant time, effort and expense and such information is a valuable, special and unique asset of Employer which provides it with a significant competitive advantage. Employee agrees not to use or disclose (directly or indirectly) any confidential information and trade secrets of the Employer at any time or in any manner, except as required and authorized by the Employer in the course of his/her employment with the Employer. The obligations of

this Agreement are continuing and survive the termination of the Employee's employment with the Employer.

C. Confidential Relationship

Employee shall hold in a fiduciary capacity for the benefit of the Employer all information described in Section IA., above, along with any and all inventions, discoveries, concepts, ideas, improvements or knowledge discovered or developed by Employee solely or jointly with employees of the Employer during the term of this Agreement and thereafter which may be directly or indirectly related to Employer, or may be within the scope of its or their research or development work.

D. Return of Documents

To protect the interests of the Employer, Employee agrees that all documents, records, notebooks and similar repositories containing such information described in this Agreement, including copies thereof, whether electronic or otherwise, and all information contained therein, which are in Employee's possession, whether prepared by the Employee or others, are at all times the property of the Employer and shall be returned to Employer upon Employer's request, or immediately upon severance of Employee's employment, whichever is first.

II. NON-SOLICITATION AND NON-COMPETITION

To protect Employer's significant investment in goodwill in the attracting and retaining of customers and to protect against the unfair advantage that would result if competitors learned Employer's confidential information and trade secrets, as defined above:

A. No Solicitation of Employees

For the term of Employee's employment and for one year thereafter, Employee will not directly or indirectly in any individual or representative capacity induce or attempt to induce any person who is an Employee of Employer to leave the employ of Employer or engage in any business which competes with Employer.

B. No Solicitation of Customers

For the term of Employee's employment and for one year thereafter, Employee will not directly or indirectly, in any individual or representative capacity, solicit, divert, take away or call upon any customers of Employer.

C. Non-Competition by Employee

During the term of Employee's employment with Employer, Employee shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal,

partner, corporate officer, director, or in any individual or representative capacity, engage or participate in any business that is in competition in any manner with any business of the Employer. Such action will be conclusively presumed to be in competition with the business of the Employer if it occurs within San Diego County, California.

III. BREACH OF CONTRACT

A. Remedies

Employee agrees that violating Section I of this Agreement at any time will produce severe damage and injury to Employer and that money damages cannot adequately compensate the Employer for such damage and injury. In the event of the breach of, or threatened breach by Employee of Section I of this Agreement, Employer shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available to Employer in law or in equity, including but not limited to Employer's right to recover from Employee any and all damages that may be sustained as a result of Employee's breach.

B. Agreement Survives Termination

All rights of the parties pursuant to this Agreement shall survive any termination of Employee's employment with Employer by either Employer or Employee.

C. Choice of Law

The validity, interpretation and performance of this Agreement shall be controlled and construed under applicable Federal law, as well as the Tribal law of Employer.

D. Attorney Fees

If an attorney shall be retained to interpret or enforce the provisions of this Agreement, the prevailing party in any litigation that is not dismissed shall be entitled to reasonable attorney's fees, including any such fees set by a final decision of a trial or appellate court.

E. Severability

If any clause or provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such clause or provision shall be inoperative, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, , the remainder of the Agreement shall remain in full force and effect; provided, however, that if any such clause or provision may be modified so as to be valid or enforceable as a matter of law, then such clause or provision shall be deemed

to have been modified so as to be valid or enforceable to the maximum extent permitted by law.

IV. MUTUAL AT-WILL EMPLOYMENT

Nothing in this Agreement changes the at-will employment relationship between Employer and Employee. Either Employer or Employee can terminate the employment relationship at any time with or without cause.

Employee represents and warrants that he or she is not under any pre-existing obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

Employee's Signature

Date

Employee's Printed Name

Gaming License #