

ColCal
Internet Usage & Website Confidentiality Agreement-Management

It is understood that the internet connection and computer is to be used for Learning Zone only. Any non-Learning Zone activity is in direct violation of this agreement and subject to disciplinary action. All internet activity will be monitored.

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

Technical and business information relating to proprietary ideas and inventions, ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law. Failure to follow this process may be unlawful.

3. All Learning Zone usernames and passwords are deemed confidential and are not to be shared with anyone who has not been granted usage by reading and signing this agreement. Failure to follow this process will result in disciplinary action.

Unacceptable use of the Internet by employees includes, but is not limited to:

1. All sites will be monitored and/or blocked if they are deemed to be harmful and/or not productive to business.
2. The installation of software such as instant messaging technology is strictly prohibited.
3. Downloads of any kind are strictly prohibited.

Unacceptable use of the computer by employees includes, but is not limited to:

1. Changing computer settings is strictly prohibited, such as but not limited to date/time, security, control panel, screen saver, wall paper.
2. Do not cause physical damage to the computer, such as but not limited to scratching, dropping, spilling food or drink.
3. Removal of the computer from the restaurant is strictly prohibited and will be handled as theft.

The Learning Zone computer will ALWAYS be physically locked. The manager holding the keys to the computer will be held responsible if the computer is found unlocked or is missing. The Learning Zone computer will be turned off when not being used for training.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. Store # _____

Print Name _____ **Signature** _____ **Date** _____

Discloser of Confidential Information: ColCal Colorado, Inc. or ColCal California, Inc. 8/1/12