

(b) all ideas, methods and discoveries, trade secrets, know-how, and other confidential intellectual property;

(c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, in whole or in part, of any of the foregoing;

(d) all third-party confidential information included with, or incorporated in, any information disclosed to Representative by or on behalf of the Society or any of its affiliates, or by or on behalf of any of the Society's or its affiliates' representatives, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors;

(e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the "Notes") prepared by or for or otherwise disclosed to Representative that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing; and

(f) with respect to any event ("Event") hosted by or otherwise involving the Society, including but not limited to the Society's Suppliers' Day Events, webinar events, program events, and social events: any non-public information concerning the Event, including the creation, handling, and marketing of the Event, program registration and attendee lists, demographic and personal information of registrants, databases, proprietary information concerning the Event, and financial and pricing information concerning the Event.

Representative understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or is otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstance in which the information is known or used.

3. Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by Representative;

(b) at the time of disclosure is, or thereafter becomes, available to Representative on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Representative by a legal, fiduciary or contractual obligation to the Society or any of its affiliates; or

(c) was known by Representative or in Representative's possession, as established by documentary evidence, prior to being disclosed to Representative by or on behalf of the Society or any of its affiliates, or by or on behalf of any of the Society's or its affiliates' representatives, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors, pursuant to this Agreement.

4. Defend Trade Secrets Act Notice. Pursuant to the Defend Trade Secrets Act: (a) an individual will 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, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (b) an individual who files a lawsuit for retaliation by a company 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.

5. Ownership and Assignment. Representative understands and agrees that all inventions, improvements, innovations, discoveries, methods, processes, works, concepts and materials, including but not limited to all Confidential Information, developed, authored or conceived by Representative (whether alone or with others) in the course of his/her service as an officer or Board member of the Society (the "Works") constitute property of the Society and shall be subject to the terms and conditions of this Agreement as if the Society furnished the Works to Representative in the first instance. The Society and its assigns shall be the sole owner of all copyrights, trademarks or other intellectual property and other rights in connection with the Works. Representative hereby assigns to the Society any rights Representative may have in the Works as well as any rights Representative may acquire in the Works as a result of work that Representative does for the Society in the future. Representative agrees to cooperate with the Society to perfect ownership rights thereof in the Society. This assignment does not extend to rights to any work that is (1) developed by the Representative entirely on his/her own personal time; (2) developed without using the Society's resources; and (3) unrelated to the Representative's service as an officer or Board member of the Society.

6. Former Employment or Other Third Party Information. Representative understands and agrees that during Representative's service as an officer or Board member of the Society, he/she shall not improperly use or disclose any non-public, confidential or proprietary information or trade secrets of any former or concurrent employer or other person or entity, and will not use or disclose any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

7. Obligations. Representative understands and agrees that at all times during Representative's service as an officer or Board member of the Society, and (i) in the case of any disclosed trade secret or know-how, for as long as such trade secret remains a trade secret under the law following the conclusion or termination of Representative's service as an officer or Board member of the Society, and (ii) in the case of all other Confidential Information, for a period of three (3) years following the conclusion or termination of Representative's service as an officer or Board member of the Society, in each case regardless of the timing, circumstances or reasons for termination, Representative shall:

(a) hold in strictest confidence the Confidential Information, and protect and safeguard the confidentiality of the Confidential Information with the highest degree of care;

(b) use the Confidential Information solely for the purpose of serving as an officer or Board member of the Society and not for Representative's own private or commercial purposes;

(c) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than for the benefit of the Society or any of its affiliates, or otherwise in any manner to the Society's or any of its affiliates' detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the Society's or any of its affiliates' proprietary services, products or confidential intellectual property, except with the written authorization of the Society;

(d) not disclose the Confidential Information, or permit it to be disclosed, to any person or entity, except with the written authorization of the Society;

(e) not disclose to, and not permit the disclosure to, any person or entity that the Confidential Information has been made available to Representative, or that Representative has inspected any portion of the Confidential Information, except with the written authorization of the Society; and

(f) not sell or otherwise attempt to profit from the Confidential Information, other than as authorized for the sole benefit of the Society.

8. No License. Representative understands that this Agreement does not, and shall not be construed to grant the Representative any license or right of any nature with respect to any work product or intellectual property right including but not limited to any Confidential Information, materials, software or other tools made available to him/her by the Society.

9. Required Disclosure. Any disclosure by Representative of any of the Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall be subject to the terms of this Section 9. Prior to making any such disclosure, Representative shall make commercially reasonable efforts to provide the Society with:

(a) prompt written notice of such requirement so that the Society may seek, at its cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Society's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Representative remains subject to a Legal Order to disclose any of the Confidential Information, Representative shall disclose no more than that portion of the Confidential Information which, on the advice of legal counsel, such Legal Order specifically requires Representative to disclose and, upon the Society's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Nothing in this Agreement will be construed to prohibit Representative from participating or cooperating with any governmental agency or entity or with law enforcement, from speaking with the Representative's own attorney, or from making other disclosures protected under whistleblower laws and laws prohibiting discrimination, harassment, and retaliation; provided, however, Representative may

not disclose information of the Society protected by the attorney-client privilege, except as expressly authorized by law.

10. Return or Destruction of Confidential Information. At any time during or after the term of his/her service as an officer or Board member of the Society, at the Society's written request, Representative shall promptly return to Society all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to the Society that such Confidential Information has been destroyed. In addition, Representative shall also destroy all copies of any Notes created by or for Representative or on his/her behalf or otherwise received by Representative and certify in writing to the Society that such copies have been destroyed.

11. Remedies. Representative acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by Representative. Therefore, in addition to all other remedies available at law or in equity (which the Society does not waive by the exercise of any rights hereunder), the Society shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Representative hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. Such remedies shall not be deemed to be the exclusive remedies at law or in equity available to Society.

12. Waivers. No failure or delay by the Society in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without regard to conflicts of law principles.

14. Jurisdiction and Venue. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the state or federal courts located in the State of New Jersey, and Representative irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waive any objection based on improper venue or *forum non conveniens*.

15. Successors and Assigns. This Agreement will be binding upon Representative's heirs, executors, administrators and other legal representatives and will be for the benefit of the Society, its successors, and its assigns. The Society may freely assign this Agreement to any third party without prior notice or consent of the Representative. Representative may not assign any of Representative's rights, or delegate any of Representative's obligations, under this Agreement.

16. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original and both of which taken together shall constitute the same instrument.

Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

18. Notification of Future Employer. Representative hereby consents to notification by the Society to any employer or other third party about any rights and obligations under this Agreement.

19. Survival. The rights and obligations described in this Agreement shall survive the conclusion or termination of Representative's service as an officer or Board member of the Society, regardless of the timing, circumstances or reasons for termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Representative has executed this Agreement as of the date first set forth herein.

REPRESENTATIVE:

Name:

Accepted and Acknowledged:

NEW YORK SOCIETY OF COSMETIC CHEMISTS, INC.

By: _____

Name:

Title: