

BBW MY 2 SCENTS CONFIDENTIALITY AGREEMENT (“Agreement”)

This Agreement, made and entered into by and between L Brands, Inc, (on behalf of its retail brand, Bath & Body Works, referred to as “BBW” in this Agreement) and the undersigned BBW My2Scents community participant (“Participant”).

WHEREAS, BBW intends to allow the Participant to participate in BBW My2Scents (the “Project”); and

WHEREAS, Participant acknowledges that he/she will be given access to and obtain knowledge of Confidential Information and trade secrets (as defined below) owned by BBW in connection with the Project.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. In consideration of being invited to participate in the Project, Participant will, for a period of five (5) years after the date hereof, treat all Confidential Information and trade secrets as the valuable, confidential and proprietary information of BBW and will not (i) use the Confidential Information and trade secrets except for the express purpose of participating in the Project, or (ii) disclose the Confidential Information and trade secrets to any third party.
2. Participant expressly acknowledges that all right, title and interest to all ideas or information disclosed or shared by the Participant during the Project, all copies thereof and all related intellectual property embodied therein or represented thereby are the sole property of BBW.
3. For purposes of this Agreement, the following terms shall have the meanings set forth below. “Confidential Information and trade secrets” means any information or knowledge communicated as part of this Project, orally, in writing or by inspections, relating directly or indirectly to the business or affairs of BBW or its Affiliates. Examples thereof include, without limitation, any information or knowledge pertaining to (i) business plans or concepts, products, packaging, formulae, specifications, designs, procedures or processes; (ii) retail store operations; (iii) merchandising, advertising, distribution or sales plans, processes, methods or figures; (iv) customer, employee or supplier information; or (v) any financial information. “Affiliates” means any one or more business entities which, directly or indirectly through one or more intermediaries, are controlling, controlled by, or under common control with, BBW or its successors or assigns. The term “control” (including the terms “controlled by” or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise. Following the completion of the Project, Participant will return to BBW all Confidential Information and trade secrets.
4. Nothing in this Agreement shall be construed to grant Participant any right or license under any patent, copyright, trademark, know-how or trade secret or to obligate BBW to enter into any further agreement with Participant.
5. The obligations of Participant hereunder are personal in nature and this Agreement may not be assigned, subcontracted or delegated for performance, in whole or in part, to any other party.
6. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal by a court, it is the express intent of the parties that the remaining provisions will remain valid and enforceable to the maximum possible extent. This Agreement may be executed in separate counterparts, each of which shall comprise an original for all purposes. This Agreement shall be binding upon the successors and assigns of both parties.