

EMPLOYEE CONFIDENTIALITY POLICY

THIS EMPLOYEE CONFIDENTIALITY POLICY (the “Policy”) is being made and entered into by and between Saint Paul’s Outreach, (the “Company”), and the “Employee” and shall become effective and enforceable beginning on July 26, 2016.

- A. Employee is employed by the Company, and in a position of trust and confidence with respect to the Company’s business operations. The Company frequently receives information and materials of a highly sensitive nature from its clients, and has generally agreed with its clients to maintain the confidentiality of such information and materials. Additionally, certain other business information, processes and methodologies developed and maintained by the Company is of a proprietary, private, secret and highly sensitive nature, which must be carefully protected in order for the Company to be successful.
- B. The Company and the Employee believe that it is appropriate for them to memorialize their understanding and agreement with respect to the Employee’s confidentiality obligations to the Company.

THEREFORE, the Company and the Employee agree as follows:

- 1. Confidential Information. For purposes of this Policy, the term “Confidential Information” includes, but is not limited to, all of the following information: information relating to business and product or service plans, financial projections, customers, potential customers, clients, partners, vendors, patents, patent applications, trademarks, copyrights, trade secrets, intellectual property, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing, employees and employee compensation, or finance, which information is designated in writing to be confidential or proprietary (either prior to or following disclosure) or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential information does not include information, technical data or know-how which (i) is the possession of the receiving party at the time of disclosure (as shown by the receiving Party’s files and records immediately prior to the time of disclosure); or (ii) becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the receiving party; or (iii) is subsequently disclosed to the receiving party having the legal right to make such disclosure; or (iv) is approved by the disclosing party, in writing, for release.
- 2. Business Information. For purposes of this Policy, the term “Business Information” includes, but is not limited to, any and all (a) internal business procedures and business plans, including but not limited to technical data, client names and information and ideas for new services, (b) marketing information and materials, such as marketing and developmental plans, forecasts, assumptions, financial data, price lists, policies, procedures and (c) Other such information which relates to the way the Company conducts its business.
- 3. Employee’s Obligation as to the Confidential, Business Information. Employee agrees to take the following steps to preserve the confidential and proprietary nature of the Confidential , Business Information:
 - 3.1 No Disclosure. During and after Employee’s employment with the Company, employee will not use, disclose or otherwise permit any person or entity access to any of the Confidential,

Business Information other than as required in the performance of employee's duties with the Company, and Employee will take all reasonable precautions to prevent disclosure of the Confidential, Business Information to unauthorized persons or entities.

3.2 Return All Confidential, Business Information. Immediately upon termination of Employee's employment with the Company for any reason whatsoever, Employee shall return or otherwise deliver to the Company all Confidential, Business Information that is in tangible, including electronic, form.

3.3 Removal of All Confidential, Business Information. Immediately upon termination of Employee's employment with the Company for any reason whatsoever, Employee shall permanently remove all Confidential Information in electronic format from any personal device owned by or in the possession or control of Employee on which such Confidential Information is stored.

3.4 Employment At Will. The employee acknowledges that employment with the Company is for an unspecified duration and constitutes "At-Will" employment. The employee further acknowledges that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option of either the company or the employee, with or without notice.

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Employee

You are hereby notified in accordance with the Defend Trade Secrets Act of 2016 that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. You are further notified that if you file a lawsuit for retaliation by an employer for reporting a suspected violation of law, you may disclose the employer's trade secrets to your attorney and use the trade secret information in the court proceeding if you: (a) file any document containing the trade secret under seal; and (b) do not disclose the trade secret, except pursuant to court order.

SIGNATURE PAGE FOLLOWS

EMPLOYEE CONFIDENTIALITY POLICY

I acknowledge that I have read and understand the above statement.

Signature: _____ Date: _____

Print Name: _____

Job Title: _____

PLACE ENTIRE SIGNED DOCUMENT IN EMPLOYEE'S PERSONNEL FILE