## AGREEMENT RELATING TO CONFIDENTIAL

## INFORMATION, INTELLECTUAL PROPERTY & ADDITIONAL TERMS

 In consideration of your employment with Our Company, Inc., this Agreement Relating to Confidential Information, Intellectual Property and Additional Terms (the “Agreement”) is agreed to between you and Our Company, as of the date you sign on page 5, for good and valuable consideration.

***1. You Agree to Protect Our Company’s’ Confidential Information.*** You acknowledge that, during your employment, Our Company may provide you with valuable proprietary, non-public or confidential information of Our Company and other entities (all defined as “Confidential Information”). Such Confidential Information, whether oral or written, may include by way of example and not limitation, processes, contracts/licenses, customer lists, financial and employee information, methods of operation, software and marketing plans and/or strategies. In addition, Our Company may provide you with specialized training to assist you in the performance of your job requirements and responsibilities with Our Company. You agree that Confidential Information is the exclusive property of Our Company and that the unauthorized use or disclosure of Confidential Information could harm Our Company and/or others. Therefore, during your employment and at all times after it, you agree to maintain the confidentiality of the Confidential Information, and not to use or disclose any Confidential Information without the written consent of Our Company. You may disclose Confidential Information as required by law or court order, provided that, upon receiving such a requirement, you will promptly notify Our Company so that Our Company may seek an appropriate remedy. On or before the last day of your employment, you agree to return to Our Company all Confidential Information, including all copies of it that are in your possession, custody or control. During your employment with Our Company and for twelve months after it, you agree not to engage in any activity or employment in which it could be reasonably likely that you would use or disclose, or be expected or required to use or disclose, Confidential Information.

***2.*** ***Our Company Will Not Use*** ***Confidential Information from Your Previous Employment***. You confirm that you have not, and will not, disclose or use during your employment with Our Company, any confidential information that you acquired as a result of any previous employment or under a contractual obligation of confidentiality. You represent to Our Company that this Agreement, your employment with Our Company and the performance of your duties for Our Company, will not violate any obligations that you may have to any such previous entity.

***3. You Agree*** ***Not to Compete with Our Company***. Recognizing that your position with Our Company may change over time, and to align the non-competition obligations under this Paragraph 4 with your work while employed by Our Company, you agree, as applicable, as follows:

***a. Professional or*** ***managerial employees agree they are subject to the following:*** If you are ever a professional or managerial employee, *i.e.*, an executive, officer, vice president or other employee with management or supervisory responsibilities, at any time during your employment with Our Company, in addition to any other obligations under this Paragraph 4, you agree that during your employment with Our Company, and for twelve months after it, you will not directly or indirectly engage, participate or invest in or be employed by any business which: (i) develops or manufactures products that are competitive with or similar to products developed or manufactured by Our Company; (ii) distributes, markets or otherwise sells products manufactured by others that are competitive with or similar to products distributed, marketed or sold by Our Company; or (iii) provides services that are similar to services provided by Our Company, including, in each case, any products or services Our Company has under development or that were the subject of active planning at any time during your employment with Our Company. This restriction will apply with regard to each state and territory of the United States and each other country in which the Our Company has developed, marketed, sold and/or distributed products and/or services within the last two years of your employment with Our Company.

***b. Salespersons agree they are subject to the following:*** If you are ever a salesperson at any time during your employment with Our Company, in addition to any other obligations under this Paragraph 4, you agree that during your employment with Our Company, and for twelve months after it, you will not directly or indirectly engage, participate or invest in or be employed by any business which distributes, markets or otherwise sells products manufactured or services provided by others that are competitive with or similar to products or services distributed, marketed or sold by the Our Company, including any products or services Our Company has under development or that were the subject of active planning at any time during your employment with Our Company. This restriction will apply with regard to each state and territory of the United States and each other country in which you directly or indirectly had marketed, sold and/or distributed Our Company' products and/or services within the last two years of your employment with Our Company.

***4. You Agree*** ***Not to Solicit Our Company Customers***. During your employment with Our Company and for twelve months after it, you will not, individually or through employment with another business, directly or indirectly, solicit the business of any customer, supplier and/or vendor of Our Company for whom you had sales, sales management, customer service, customer service management, business systems consulting, product sourcing and/or product management responsibility during the last two years of your employment with Our Company for products or services which Our Company provides.

***5. You Agree*** ***Not to Solicit Our Company Employees***. During your employment with Our Company and for twelve months after it, you will not directly, indirectly or through third parties, (i) employ, hire, solicit, induce or identify for employment, or (ii) attempt to employ, hire, solicit, induce or identify for employment, any employee(s) of Our Company to leave his/her employment with Our Company in order to become an employee, consultant or representative of any other entity including, but not limited to, your new employer.

***6. Not a Contract of Employment***. You agree that this Agreement does not constitute or create a contract or commitment for your employment with Our Company for any fixed term. You acknowledge and agree that your employment with Our Company may be terminated by either Our Company or you at any time and for any reason.

***7. Termination of Employment and Assignment***. The termination of your employment with Our Company, for any reason, will not relieve you of any obligations, and will not diminish any rights of Our Company, under this Agreement, all of which will survive the termination of your employment. You further acknowledge and agree that Our Company will have the right to assign its rights under this Agreement to any person or any entity without restriction.

EMPLOYEE:

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| --- | --- |
| Signature: /b3  | DATE: /b4  |
| Printed Name: John Doe  |  |
| Address: 29 Elm St Ronkonkoma 11779  |  |

OUR COMPANY:

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| --- | --- |
| By:  | DATE: 01/23/2024  |
| Name: John Smith  |  |
| Title: President  |  |