

EMPLOYEE PLEDGE AND PROPRIETARY RIGHTS AND INFORMATION AGREEMENT

This agreement sets forth the understanding between you and (company's name) concerning your relationship, as an employee of (company's name) and your treatment of (company's name) confidential and proprietary information. (Company's/Manager's name) has agreed to employ you with the understanding and expectation that you agree to and will abide by the following terms and conditions:

1. EMPLOYEE PLEDGE

- a) Conduct as an Employee. I will conduct myself at all times while I am on duty in a manner what will reflect well on (company's name). Since I am aware that my conduct as an employee of (company's name) reflects on the (state title). I understand that when people observe me and my actions, they are looking at me as a representative of (company's name) and will judge (employer's name) through my actions. Therefore, I will conduct myself in a professional and dignified manner at all times.
- b) Giving the best. I will strive to give the best of my ability in my duties as an employee of (company's name) and
- c) Defending and Promoting. I will defend and promote the mission statement, goals and decisions of (company's name) whenever appropriate.

2. PROPRIETARY INFORMATION

You understand that your employment with (company's name) creates a relationship of confidence and trust with respect to any information of a confidential or proprietary nature that may be disclosed to you by (employer's name) or learned by your in the course of the duties at (company's name), and that relates to: (1) the business of (company's name) or that of any of its subsidiaries, affiliates, customers, suppliers, or (2) any confidential information of third parties disclosed to (employee's name). Such confidential and proprietary information includes information concerning business strategies, financial information and forecasts, personal information and member-consumer lists and is referred to collectively in this Agreement as "Proprietary Information."

- a. Confidentiality of Proprietary Information. At all times, both during your employment by (company's name) and after its termination, you agree to keep all Proprietary Information in confidence and trust, and you will not use or disclose Proprietary Information without the written consent of (company's name), except as may be necessary to perform your duties as an employee of (company's name), you will promptly deliver to (employer's name) all documents and materials of any kind pertaining to your work with (company's name), and you will not take with you any documents, materials or copies thereof, whether on paper, magnetic or optical media or any other medium, containing Proprietary Information.
- b. Information of Former Employer. You agree that during your employment at (company's name), you will not improperly use or disclose any confidential or proprietary information of your former employers.

3. NO CONFLICTING OBLIGATIONS

- a. No Conflicting Employment. You agree that during the term of your employment at (company's name) you will not plan or engage in any other employment, occupation, consulting or other business activity directly related to the business in which (employer's name) is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your employment obligations to (company's name).
- b. No Conflicting Agreements. You represents to (company's name) that you have no other agreement or commitments that would hinder or prevent the full performance of your duties as a (company's name) employee or your obligations under this Agreement, and you agree not to enter into such conflicting agreement during the term of your employment at (company's name).
- c. Disclosure of Agreement. You hereby authorize (company's name) to notify others, including customers of (company's name), and any future employers you may have, of the terms of this agreement and your responsibilities under this Agreement.

4. NO IMPLIED EMPLOYMENT RIGHTS

You understand and agree that this Agreement does not confer upon you any right to continued employment by (company's name) that you would not otherwise have, nor does this Agreement obligate (company's name) to employ you for any specific period of time.

5. GENERAL PROVISIONS

- a. Severability. If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

- b. Governing Law. The laws of the State of (State's name) will govern this Agreement.

- c. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between you and (company's name) relating to the subject matter of this Agreement. No modification or amendment of this Agreement, nor any waiver or any rights under this Agreement will be effective unless in writing signed by both you and an authorized representative of (company's name). Any subsequent changes in your duties, salary or compensation will not affect the validity or scope of this Agreement.

- d. Successors and Assigns. This Agreement will be binding upon your heir, executors, administrators and other legal representatives and will be for benefit of (company's name), its successors and assigns.

Employee Signature _____ Date Signed _____

Print Name _____

Representative _____ Date Signed _____