



## **Agreement for Protection of Proprietary Information and Non-Solicitation**

In exchange for the opportunity for my [employment/continued employment] with **Clark Land Resources, Inc.** (the Company), and because I [may learn/have learned] Company proprietary information as a result of my employment, I agree to the following:

1. **Proprietary Information.** I hereby acknowledge that during my employment with the Company, I may gain access to and learn certain confidential or proprietary information regarding the Company and its business, including, without limitation, all of the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright): trade secrets, inventions, processes, formulas, programs, technical data, financial information, identities or lists of customers, prospects, suppliers, or vendors, key employees, personnel data, potential project lead sources and other marketing materials, client data and any other data as stated in Clark Land Resources, Inc.'s Policy Manual; as well as any other confidential or proprietary information relating to the Company or its business (collectively "Proprietary Information").

2. **Misappropriation.** During the term of this Agreement and at all times thereafter, I hereby promise not to disclose or use, or induce or assist in the disclosure or use of, any Proprietary Information except for the benefit of the Company. For purposes of this Agreement, "misappropriation" includes, but is not limited to, the accessing, downloading or transmitting of Proprietary Information created, stored, or maintained in digital form by the Company for the personal economic or noneconomic use of the employee even though employee may be otherwise authorized to access such Proprietary Information to perform his or her job duties.

3. **Return of Property.** I further agree at all times not to remove any Company property from the premises without express permission, and to return all Company property, including all copies thereof, at the time my employment terminates for whatever reason, including, but not limited to, any Proprietary Information (as defined in Section 1 above), training manuals, business plans, marketing materials, financial forecasts or projections, client or vendor lists, copies of all client or customer contracts (including all unexecuted drafts), customer or client billing information, requests for proposals, address lists, keys, credit cards, access cards, computers, handheld electronic devices or personal data assistant (PDA) devices and any other items of value, including without limitation any electronically stored data, software, or information or property stored on personal computers or handheld electronic devices or in hard copy at a location other than the Company's offices or business locations.

4. **Agreement Not to Use Proprietary Information to Solicit Customers.** I further agree, during employment with the Company and after termination of employment with the Company for any reason, not to use, directly or indirectly, either on my own behalf or on behalf of any other person or entity, any Proprietary Information to attempt to persuade or solicit any customer of the Company to cease to do business with the Company, or to reduce the amount of business it has customarily done or contemplates doing with the Company, or to expand its business with a competitor of the Company.

5. Agreement Not to Solicit Employees. I further agree, during employment with the Company and for a period of one year after termination of employment with the Company for any reason, not to attempt, directly or indirectly, either on my own behalf or on behalf of any other person or entity, to persuade or solicit any person who is an employee of the Company to terminate such employment. In addition, at no time after I leave the Company will I seek to obtain or misappropriate any of the Company's trade secrets or other Proprietary Information from any current or former Company employee.

6. Nondisclosure of Former Employer's Trade Secret Information. I understand and agree that the Company expects me to respect any trade secret information of any of my former employers, business associates, or others. I agree to respect the Company's express direction to me not to disclose to the Company, its officers, or employees, any such trade secret information so long as it remains confidential. In addition, I also represent to the Company that my commencement of work for the Company does not (a) conflict with any other contractual commitments on my part to any former employer or third party, (b) result in the misappropriation of trade secrets of any former employer or third party, or (c) otherwise violate or interfere with any rights of any third party.

7. Nondisparagement. I agree now, and after my employment with the Company terminates not to disparage, directly or indirectly, the Company in any way or to make negative, derogatory, or untrue statements about the Company, its business activities, products, services, or any of its directors, managers, officers, employees, affiliates, agents, or representatives to any person or business entity.

8. Notice to Subsequent Employers. I expressly authorize the Company to notify any person, firm entity, or corporation employing me in the future, or evidencing an intent to employ me in the future, of the existence and provisions of this Agreement.

Date 5/26/2020

Clark Land Resources, Inc., a California Corporation

By: Linda L. Clark  
President and General Manager's Signature

Linda L. Clark  
Print Name

Its': President and General Manager  
Title

Date \_\_\_\_\_

By: \_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

