

NON-COMPETE, CONFIDENTIALITY, AND NON-DISCLOSURE AGREEMENT

This Non-Compete, Confidentiality, and Non-Disclosure Agreement (“Agreement”), is hereby entered into by and between Douglass Community Services, Incorporated (“Douglass”) and _____ (“Employee”).

WHEREAS, Employee acknowledges the necessity of safeguarding Douglass’s proprietary and confidential information and trade secrets and recognizes the sensitive nature of such information,

WHEREAS, Douglass is willing to employ Employee and to disclose Douglass’s confidential information and permit Employee to have direct contacts with Douglass’s existing and future clients, stakeholders, etc. as necessary to Employee’s job assignment, in exchange for Employee agreeing to the terms of this Agreement. In consideration of the at-will employment of Employee, Douglass’s decision to grant Employee access to certain Confidential Information and contacts, and the mutual covenants, promises and representations made herein, the adequacy and sufficiency of which is hereby specifically acknowledged and agreed to by Employee, the parties hereto agree as follows:

1. **Confidentiality and Non-Disclosure Acknowledgment.** Douglass agrees it will provide Employee with access to confidential information as necessary for Employee to perform his/her employment duties for Douglass and Employee agrees he/she shall hold in the strictest confidence and shall neither: (i) divulge or disclose any Confidential Information, as defined in this Agreement, to any entity or individual, except as may be expressly authorized in writing by Douglass, nor (ii) use any Confidential Information for the benefit of himself/herself or any other entity, employer, or individual.

2. **Confidential Information.** As used in this Agreement, “Confidential Information” includes, but is not limited to: Douglass’s business plans and strategies with respect to its facilities, equipment, programs, products, services, operations; policies, processes, designs, techniques, and procedures; employee personnel files; information related to grants and grant applications of Douglass; financial information of Douglass; client information of any kind (including client files, medical information, criminal background information, social security numbers, contact information, personal financial information, driver’s license numbers, and dates of birth); sales, marketing, and development information (including reports, strategies, techniques, contracts, and contacts); information related to electronic device hardware, software, programs, processes, passwords, and codes; and technological data and technological prototypes and inventions. Information that is generally known to Douglass’s competitors or to the general public by means other than disclosure by Employee or any other entity for which Employee performs work will not be considered confidential for purposes of this section.

3. **Non-Compete/Non-Solicitation.** During Employee’s employment with Douglass and for a period of 12 months after the voluntary or involuntary termination of Employee’s employment with Douglass, Employee shall not, directly or indirectly, for himself/herself or any proprietorship, partnership, limited liability corporation, trust, or other person or entity, as an individual, or as an owner, employee, agent, independent contractor, officer, director, partner,

member, manager, lender, consultant, shareholder, advisor, trustee, or in any other capacity: (a) divert away from Douglass any client of Douglass or attempt to divert away from Douglass any client of Douglass; or (b) solicit, recruit, or hire any employee of Douglass or induce or attempt to induce any such employee to leave the employment of Douglass.

For purposes of this Section 3, the phrase “client of Douglass” shall mean any person, corporation, partnership, or other entity who: (a) obtained or received services or products from Douglass while Employee was employed by Douglass; and (b) Employee had material contact (whether personally, telephonically, or through written or electronic correspondence) with during his employment with Douglass or about whom Employee received confidential information while employed by Douglass.

If Employee takes actions in violation of this Agreement, Employee understands and agrees that the 12 month post-employment period set forth above in this Section 3 of this Agreement will run from the date on which the violation of the Agreement ceases, whether by injunction or otherwise, and not from the date Employee’s employment with Douglass ends.

4. **Employee’s Understandings.** Employee acknowledges Douglass maintains substantial secrecy concerning the confidential information and trade secrets and that, absent disclosure by Douglass to Employee, Employee could not otherwise have readily ascertained the Confidential Information by proper means, and/or have acquired knowledge of such Confidential Information. Additionally, Employee acknowledges that the restrictions set forth above in Section 3 are necessary to protect the legitimate business interests of Douglass. Employee also acknowledges that: (a) separate and distinct promises in this Agreement are reasonable and necessary in order to protect Douglass’s legitimate business interests; (b) any violation will result in an irreparable injury to Douglass; and (c) Douglass may, in the event of any threatened or actual breach of this Agreement, apply to any court of competent jurisdiction for appropriate injunctive relief, in addition to any other remedies available at law or equity or any remedies discussed below in Section 9. Employee further understands he/she has an obligation to comply with the Health Insurance Portability and Accountability Act (HIPPA). Employee further understands that breach of this agreement constitutes grounds for immediate termination from employment with Douglass.

5. **Non-Waiver.** The failure of Douglass to insist upon performance of one or more of the terms or conditions of this Agreement, to exercise any right or privilege herein conferred, or the waiver by Douglass of any breach of any of the terms or conditions of this Agreement shall not be construed as a subsequent waiver by Douglass of any subsequent breach of any of such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6. **At-Will Employment.** Douglass and Employee specifically agree and acknowledge that nothing contained within this Agreement shall alter in any manner Employee’s status as an at-will employee of Douglass.

7. **Return of Confidential Information.** Immediately upon termination of Employee’s employment, whether voluntary or involuntary, or at any other time requested by Douglass, Employee will immediately provide Douglass all originals and all copies of any

confidential information whether maintained in tangible, documentary form, or in electronic format that is in Employee's possession or under Employee's control. In addition, at the time Employee's employment ends, he/she shall promptly return all Douglass property, such as files, software, keys, and electronic devices. Unless specifically authorized in writing, Employee understands there is no authority to remove Confidential Information from Douglass's premises or keep and/or retain any Confidential Information, either in original format or any copy and whether as a document or in electronic format.

8. **Permitted Disclosure.** In the event that Employee is requested or becomes legally compelled (by subpoena or similar legal process) to disclose any of the Confidential Information, Employee will provide Douglass with immediate telephone notice (followed by prompt written notice), so that Douglass may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, Employee will furnish only that portion of the Confidential Information which is legally required and will label it as Confidential Information, assert the confidentiality thereof, and otherwise exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. Additionally, pursuant to the Defend Trade Secrets Act of 2016, Employee shall 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 in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Pursuant to the Defend Trade Secrets Act of 2016, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

9. **Choice of Law and Remedies.** This Agreement shall be governed by, and construed and interpreted according to, the laws of the State of Missouri and whenever possible, each provision herein shall be interpreted in such manner as to be effective or valid under applicable law. Any action commenced to enforce this Agreement or to recover for any anticipatory or actual breach of this Agreement shall be commenced in the appropriate United States Federal District Court or in the appropriate State Circuit Court. In the event of any lawsuit filed against Employee to enforce this Agreement or as a result of a breach of this Agreement, including an action to secure injunctive relief or damages due to a breach of any provision of this Agreement, Employee shall be liable to Douglass for payment of all costs and expenses, including reasonable attorneys' fees, if Douglass prevails in any manner in a legal action related to the breach or enforcement of this Agreement.

10. **Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any portion of this Agreement.

11. **Assignment.** Neither Douglass nor Employee may assign their respective rights or obligations under this Agreement without prior written consent from the other party, except that

such rights and obligations may be assigned by Douglass without such prior written consent if the assignment is in connection with a transfer of control of Douglass. This Agreement and its, promises, covenants, rights and obligations, shall be binding upon and inure to the benefits of the Parties and their respective heirs, successors, and assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall be binding on the parties and their respective legal representatives. Any amendments or alternative or supplementary provisions must be in writing and be duly executed by each of the parties hereto or by an authorized representative or agent of each of the parties hereto.

13. **Acknowledgements.** By signing this agreement, Employee acknowledges that he/she has read the agreement, that he/she understands the agreement and intends to fulfill each and every one of the promises in this agreement, that he/she understands that this is a legally binding agreement, that he/she has received a copy of this agreement and that he/she understands, acknowledges and agrees that the promises made herein are reasonable and necessary to protect Douglass's legitimate business interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Douglass Community Services, Incorporated

[Insert Employee Name]

BY: _____

Date: _____

Date: _____