



EMPLOYEE CONFIDENTIALITY AGREEMENT

Through my work with Cooperative for Assistance and Relief Everywhere, Inc. ("CARE"), I will be provided and/or provided access to CARE's Confidential Information. "Confidential Information" means information about CARE and/or its affiliates or subsidiaries that is not generally known outside the organization. Confidential Information may include, without limitation, data and information concerning: (A) CARE's business, programs, operations, policies, finances and financial projections, program/business development, and plans; (B) customized software, marketing and fundraising tools, and/or supplies; (C) the organization's donors, partners, vendors, suppliers, or other business contacts (including names and contact information); (D) the contract terms and pricing upon which CARE obtains and/or delivers products and services; (E) personnel data (including employee names and contact information); (F) the techniques, methods, and strategies by which CARE develops, markets, delivers, and/or distributes its programs and/or services; and (G) trade secrets, contracts, grants, and similar proprietary information. Confidential Information shall not mean information that: (A) CARE has voluntarily disclosed to the public, except where such disclosure has been made without CARE authorization; (B) has been independently developed and disclosed by others; or (C) has otherwise entered the public domain through lawful means. Accordingly, I agree that:

1. During my CARE employment and thereafter, I will hold Confidential Information in strict confidence;
2. During my CARE employment and thereafter, I will not disclose or divulge, either directly or indirectly, Confidential Information to others unless first authorized to do so in writing by a CARE authorized representative;
3. During my CARE employment and thereafter, I will not reproduce or use, or cause to be reproduced or used, any Confidential Information for personal benefit, for the benefit of any third party, and/or for any purpose other than the performance of my duties for CARE; and
4. Upon request and/or automatically upon my employment separation, I will immediately deliver to CARE and not retain in any form CARE property in my possession, custody or control, including, but not limited to, Confidential Information and any notes, summaries, and/or copies (electronic and paper) of such property;

I further understand and acknowledge that CARE and its subsidiaries and affiliates respect the trade secrets, inventions, and other proprietary and confidential information belonging to third parties, including my prior employer(s). Therefore, I agree:

1. I am not under any preexisting agreement of any kind with any prior employer or other person or entity that would prevent me from being employed by or performing my duties for CARE and/or fully satisfying my obligations under this agreement; and
2. CARE has instructed me not to bring, disclose, or use in connection with my CARE employment any confidential information from any prior employer or other person or entity, and I represent and warrant that I have and will comply with this obligation.

I acknowledge and agree that CARE reserves the right to take disciplinary action, up to and including termination, in the event it determines in its sole discretion that I violated or threatened to violate this agreement. Nothing in this agreement is a guarantee or assurance of employment for any specific period of time or otherwise alter my at-will employment relationship, nor does it restrict employees from lawfully reporting fraud, waste, or abuse to the designated government representative in accordance with applicable law. This sets forth the entire agreement between CARE and me regarding the subject matters above. Any amendment or modification must be made in writing signed by me and an authorized CARE representative. This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Georgia.

By signing below, I acknowledge I have fully read, understand, and voluntarily agree to the above terms and conditions.

Employee Name

Employee Signature

Date