

Confidentiality Agreement

This is an Agreement between [] (“You”) and Globe Trailers (“Company”). The Agreement is effective on your first day of employment with the Company (“Effective Date”).

During your employment with Globe Trailers, You will have access to and gain knowledge of confidential and proprietary information belonging to the Company. The term “Confidential Information” is defined below, but in general, it refers to any information related to the Company which is not known to the general public.

As an express condition precedent to your employment, You are required to agree to comply with the terms of this Agreement.

Therefore, intending to be legally bound, You agree to the following:

1. **Term of Agreement.** This Agreement is effective on the Effective Date and shall remain in effect throughout the term of your employment with the Company. Certain provisions of this Agreement will continue beyond your term of employment.
2. **Limitations of this Agreement.** Nothing in this Agreement should be interpreted or construed to constitute a contract of employment or to obligate either You or the Company to any specific term of employment. This Agreement is limited to the subject matter of confidentiality as expressly described in this Agreement.
3. **Representation and Warranties.** You represent and warrant that your relationship with the Company will not cause or require You to breach any contract or other obligation to any former employer or any other person or organization, including, without limitation, obligations of confidentiality and restrictions on competition or solicitation. You expressly agree that You will not knowingly use or disclose any confidential or proprietary information belonging to another person or enterprise, without the express written consent of such person or enterprise. You agree that if at any time during the term of your employment with the Company, You have questions about whether information or knowledge is proprietary or confidential to a third party or to the Company, You will promptly advise the Company of your question.
4. **Confidential Information Defined.** As used in this Agreement, “Confidential Information” means confidential and/or proprietary information which is disclosed to You or which You otherwise learn of during the course of or as the direct or indirect result of your employment with the Company. Confidential Information is information not generally known to the public or to others who could obtain economic value from their disclosure or use of the Information. All information related to the Company which You gain during the time of your employment should be deemed confidential, unless clearly identified to be non-confidential.

- A. Confidential Information includes all proprietary technical, financial, customer, business or other information owned by or licensed to the Company or any of its clients, customers, or vendors, including by way of illustration, but not limitation, customer lists, pricing data, supply sources, production techniques, computerized data, maps, production methods, product design information, written material, drawings, photographs, layouts, computer programs, software, firmware, inventions, discovery, improvement, development, tools, machines, designs, works of authorship, logos, promotional ideas, concepts, formulae, market information, trade secrets, information related to current or proposed research and development, organization charts, advertising materials, financial records and reports of the Company or any enterprise affiliated with the Company, inventions, patents, inventions that are patentable and works subject to copyright protection, copyrighted materials, and performance standards.
 - B. Confidential Information includes all information that should reasonably be understood by You because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be Confidential Information, regardless of whether such information is marked "Confidential." All information gained during the course of your employment should be presumed confidential unless the information is clearly identified otherwise, or the circumstances of disclosure demonstrate it not to be confidential.
 - C. Confidential Information includes, without limitation, Information which is made, written, discussed, developed, secured, obtained, or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of the Company or otherwise, (d) with the Company's materials, tools, instruments, or (e) on the Company's premises or otherwise.
 - D. Confidential Information includes all confidential and proprietary material that You may design, author, create, distribute, or produce during the term of your employment.
- 5. **Return of Confidential Information.** You agree to promptly return all Confidential Information to the Company upon the Company's request or the termination of your employment.
 - 6. **Compliance with Rules.** You agree to comply with all reasonable rules established from time to time by the Company for the protection of Confidential Information.
 - 7. **Disclosure to the Company of Confidential Information.** You agree to promptly and fully disclose to the Company any Confidential Information that You design, create, or develop, including, without limitation, any Information which is patentable or subject to copyright protection or which may be protected as a trade secret.

8. **Disclosure of Intellectual Property.** You agree to disclose to the Company any patent or copyright applications or steps taken to protect intellectual property protection which You may file during the one-year period following the termination of your employment. Any such applications filed within one year following your last day of employment are presumptively Confidential Information of the Company.
9. **Disclosure to the Government.** You are permitted by federal law to disclose Confidential Information *if You do so in complete confidence*, either directly or indirectly, to a *federal, state, or local government official or to an attorney*. Such disclosure is permitted, however, solely (i) for the purpose of reporting or investigating a suspected violation of applicable law; or (ii) in the context of a complaint or other document *filed under seal* in a lawsuit or other proceeding.

Employers are prohibited by law from retaliating against an employee who reports in good faith Confidential Information to any governmental entity as provided in this Paragraph 9. Federal law allows You to disclose Confidential Information to your attorney and to use the Confidential Information in a lawsuit against an employer based upon retaliation by the employer following your report of a suspected violation of the law. However, You must first file with the court *under seal* any documents You have containing Confidential Information, and You are strictly prohibited from disclosing such Confidential Information without an express order from the court allowing You to do so.
10. **Title to Confidential Information.** All right, title and interest in and to all Confidential Information is vested exclusively in the Company, including, without limitation, Confidential Information, or work product which You may author, create or develop.
11. **Works for Hire.** You acknowledge and agree that all work product which You may conceive, invent, devise, discover or generate during the term of your employment which is subject to either common law or statutory copyright protection, shall be deemed “work for hire” and title to the work product shall be vested in the Company, as provided in the federal Copyright Act, 17 U.S.C. §§ 101 and 201(b).
12. **Assignment.** As a condition of your employment, You agree to assign, transfer, and convey and You do hereby assign, transfer, and convey to the Company or its designee, all of your right, title and interest in and to any and all concepts, ideas, inventions, processes, improvements, copyrightable works, patentable goods or inventions, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that You may make, conceive, or reduce to practice, whether by yourself or in cooperation with others. Provided, however, that this obligation to assign things You develop to the Company shall not apply to any work product (i) in which no Company equipment, supplies, facilities or trade secret information was used; (ii) which was developed entirely on your own time; (iii) which is not derived from work You have performed for the Company and (iv) which does not relate to the Company’s business or to the Company’s actual or anticipated research or development.

13. **Attorney-in-Fact.** You irrevocably appoint the Company to act as your agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Confidential Information assigned by You to the Company under this Agreement in the event You refuse to perform those acts, or that You are unavailable, as defined by applicable law. You acknowledge that the grant of the foregoing power of attorney is coupled with an interest and shall survive your death or disability.
14. **Execution of Instruments.** During employment by the Company, upon request and without compensation other than as herein provided but at no expense to You, You will execute any documents and take any action the Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting the Company in obtaining and/or maintaining patents, copyrights or similar rights to any Confidential Information or other intellectual property assigned to the Company.
15. **Survival of Promises.** You further agree that your obligations described in the preceding Paragraph 13 will continue beyond the termination of your employment with the Company, regardless of whether your termination is voluntary or involuntary. However, if You are asked to provide such assistance after termination of employment, You will be entitled to fair and reasonable compensation in addition to reimbursement of any expenses incurred at the request of the Company.
16. **Injunctive Relief.** You hereby acknowledge (1) the unique nature of the Confidential Information which is the subject of this Agreement; (2) that Confidential Information constitutes trade secrets of the Company; that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and (3) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief under the federal Defend Trade Secrets Act of 2016 in addition to any other remedies at law or equity, to enforce such provisions.
17. **Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
18. **Modifications.** This Agreement may be modified only by a contract in a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
19. **Prior Understandings.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
20. **Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other

provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

21. **Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws of the State of Florida. You agree to submit to personal jurisdiction and venue of the United States District Court for the 12th Judicial Circuit or in any other court of competent jurisdiction in Manatee County, FL without regard to conflict of law's provisions, for any claim arising out of this Agreement. You further acknowledge that by accepting employment with the Company, You waive an objection to the personal jurisdiction of any of the above named courts.

Date _____

Globe Trailers

By _____

By your signature below You acknowledge that You have read and understand the foregoing Agreement, that You agree to comply with all the terms of the Agreement, and that You have received a copy of the Agreement.

Date _____

Employee