

## EMPLOYEEMEE CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, as an employee of GLOBE CONSULTANTS, (the Company), in consideration and as a condition of my employment, enter into this agreement with the Company against acts that would adversely affect the interests of the Company or its clients or the ability of the employee to carry on a satisfying and fruitful professional career. The Agreement sets forth certain obligations that are binding as long as the term of employment continues and, where applicable, beyond termination of employment.

### 1. Confidential Information

I agree that all information pertaining to the prior, current or contemplated business of the Company, constitute valuable and confidential assets of the Company, and I acknowledge that the unauthorized use or disclosure of such information would be detrimental to the Company's business. I shall hold all confidential information in trust and confidence for the Company and for its client, respectively, and shall not disclose any such confidential information to any unauthorized person or use or copy any such confidential information for other than the Company's business, either during or after termination of employment by the Company, without express written approval of the Company. I will not disclose to the Company, or induce the Company to use any confidential information belonging to others, without authorization from such others. Without limitation I agree that the following are confidential:

- a. All information pertaining to any client of the Company, including information relating to prior, current or future research or development activities of the client,
- b. All information, conclusions and developments resulting from work performed, and all methods and procedures relating to work performed, or to be performed for any client,
- c. All information, conclusions and developments resulting from, and all methods and procedures relating to prior, current or contemplated projects of the Company, and,
- d. All information which the employee has reasonable basis to know was accepted by the Company from any third party under an obligation of confidentiality.

Notwithstanding the foregoing the following categories of information may be excluded from this confidentiality obligation:

- a. Information generally published or available to the public other than through unauthorized disclosure by the employee, and
- b. Information of a general nature not exclusively pertaining to the company and its work, or to clients of the Company, that could reasonably be expected to be acquired in employment with another company performing similar work.

This confidentiality obligation shall remain in effect for one year subsequent to my termination of employment with the Company.

## 2. Employee Obligations to the Company

I acknowledge and accept the following obligations:

- a. I agree that during my employment, I will diligently perform assigned duties, and abide by the provisions not otherwise provided for herein of the Policies of the Corporation which are currently in effect and as they are from time to time changed by the Company in such a manner as not to conflict materially with the provisions of this Agreement.
- b. I agree that all correspondence, memoranda, documents, drawings and other materials relating to the business of the Company and prepared or received by me during my employment, and all copies or summaries of such materials, are the sole property of the Company. I agree that at any time during this employment I may be required to deliver to the Company all such items then in my possession, custody or control, and that I will do so upon termination of employment.
- c. I agree to sign all forms and documents and to do all other things reasonably necessary or appropriate to establish or maintain appropriate security clearances for myself and the Company and to enable the Company and its clients otherwise to comply with contracts or regulations of the United States Government.

## 3. Potential Conflicts of Interest

I agree that during my employment I will not, alone or with others, directly or indirectly,

- a. Engage or become interested in (as owner, stockholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) any business activity that is competitive with or otherwise relates to or arises from, the existing or contemplated business of the Company, reasonably known to me, or that will interfere with my ability to carry out my assigned duties for the Company, or
- b. Solicit, for the benefit of myself or any person or organization other than the Company, the employment or other services of any employee of the Company, or
- c. Solicit, for the benefit of myself or any person or organization, the employment or other services of any employee of a client of the Company, or
- d. Solicit, for the benefit of myself or any person or organization other than the Company, business in any way related to the prior, current or contemplated business of the Company, as reasonably known to me, from any client or potential client of the Company.

I agree that during my employment I will promptly disclose to the Company full information concerning any interest, direct or indirect, of mine (as owner, stockholder, partner, lender or other investor, director, officer, consultant or otherwise) in any business which, as reasonably known to me, buys or otherwise obtains any services or products from, or sells or otherwise provides any services or products to, the Company, its suppliers or customers.

The provisions of the preceding two paragraphs shall not apply to ownership by me of less than 1% of the outstanding securities of any class of any corporation that are listed on a national securities exchange or traded in the over-the-counter market.

#### 4. General

##### (i) Patents and Inventions

I hereby assign the Company my entire right, title and interest in any invention or idea, patentable or not, conceived, discovered or made by me while in the employ of the Company (whether alone or with others and whether or not during my regular hours of work or on the Company's premises) which

relates in any manner to, or which is capable of being used in, the existing or contemplated business of the Company (including, without limitation, work for the Company's customers) as reasonably known to me.

I will promptly and fully disclose any such invention or idea to the Company and will not disclose any such invention or idea to others, including without limitation clients of the Company, except upon the express written approval of the Company. I will cooperate with the Company and at the Company's expense execute all instruments and do all other things (including the giving of testimony) reasonably necessary or appropriate more fully to vest in the Company all ownership rights in any such invention or idea and to enable the Company to secure patents therefore in the United States and foreign countries and to protect the Company's interest in such invention, idea or patents, both during and after my employment by the Company.

(ii) Writings and Copyrights

The Company shall own all right, title and interest in any writings or other material written or produced by me or under my supervision (whether alone or with others and whether or not during regular hours of work or on the Company's premises) which relate in any manner to or which are capable of being used in the existing or contemplated business of the Company (including, without limitation, work for its clients), as reasonably known to me, and all copyrights, common law and statutory, in the United States and foreign countries, pertaining to such writings or other materials.

I will promptly and fully disclose any such writings or other materials to the Company (and will not offer them for sale or sell or publicly distribute them without the express written approval of the Company). I will cooperate with the Company and at the Company's expense will execute all instruments and do all other things (including the giving of testimony) reasonably necessary or appropriate more fully to vest in the Company all ownership rights in any such writings or other materials and to enable the Company to copyright and protect the Company's interest in such writings, materials or copyrights, both during and after my employment by the Company. The Company may claim authorship as an employer of a work made for hire with respect to such writings or other materials.

(iii) Application For Release Of Rights To Patent Or Copyright

I acknowledge that I may apply to the Company for a release to me or my nominee of rights to obtain a specific patent or copyright. The Company will review such application submitted by me in writing in advance of beginning work on such material, and I will simultaneously make full disclosure in writing to

the Company of my plans to produce, outside of my regular hours of work, such patentable or copyrightable materials.

The word "Company" as used herein shall be deemed to include not only GLOBE CONSULTANTS, INC., but also any subsidiary of the Company whether or not wholly owned by it. This Agreement shall inure to the benefit of any successor to substantially all of the assets and business of the Company as a going concern and shall be binding upon the heirs and the executors and administrators of the estate of the employee.

(iv) Warranties

I represent and warrant that my acceptance of employment by the Company and signing and performing this Agreement will not violate any other obligation I currently have. THIS AGREEMENT IS INTENDED AS THE COMPLETE AND EXCLUSIVE STATEMENT OF MY AGREEMENT WITH THE COMPANY WITH RESPECT TO ITS SUBJECT MATTER.

(v) Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by compulsory and binding arbitration with the Commercial Arbitration Rules of and binding arbitration with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified below:

- a. ARBITRATION WILL BE INITIATED BY FILING A DEMAND AT THE SAN FRANCISCO, CALIFORNIA, REGIONAL OFFICE OF THE AAA.

(vi) Injunctive Relief

I recognize that the Company may be irreparably damaged by breach of this Agreement and that the notwithstanding subparagraph 6 (iii) hereof, the Company shall be entitled to seek an injunction or other decree of specific performance in any Court of competent jurisdiction (in addition to other available remedies) with respect to any violation and I hereby waive the necessity of any bond or other security which might be required as a condition precedent to the issuance of such an injunctive decree in the absence of such waiver.

(vii) Attorneys' Fees

Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of costs and not as damages, reasonable attorneys fees to be fixed by the court or arbitrator (including, without limitation, costs, expenses and fees for collection of judgment or award and on any appeal).

(viii) Severability and Applicable Law

If and to the extent any provision of this Agreement is held invalid or unenforceable in any circumstances, such provision shall be enforced to the maximum lawful extent, and the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected by such holding. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(ix) Gender Neutrality

Whenever the context of this Agreement so requires, the masculine gender includes the feminine and/or neuter, the neuter includes the feminine and/or masculine, and the single number includes the plural.

**ACCEPTED AND AGREED:**

**GLOBE CONSULTANTS**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date