

Confidentiality, Non-Competition, and Intellectual Property Assignment Agreement for Employees

This Confidentiality, Non-Competition, and Intellectual Property Assignment Agreement (“Agreement”) is entered into as of the date listed below, by and between Editorial Experts, Inc., d/b/a EEI Communications (“EEI”), and the undersigned employee _____.
(Print name)

WHEREAS, I desire to be employed by EEI in a capacity in which I may receive or contribute to confidential information belonging to EEI and may have access to confidential information of EEI’s clients; and

WHEREAS, I recognize the importance of protecting EEI’s right to confidential information, intellectual property, and similar or related rights, including the identity of EEI’s clients;

NOW, THEREFORE, in consideration of my employment by EEI, and the compensation received by me from EEI from time to time and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, I agree as follows:

1.0 Definitions: For the purposes of the Agreement:

- 1.1 “**EEI**” shall refer to Editorial Experts, Inc., d/b/a EEI Communications, its affiliates, predecessors, and successor(s) in interest.
- 1.2 “**Same or Similar Services**” shall mean activities relating to products or services of the same or similar type as those I provide or sell on behalf of EEI at any time before the termination of my employment with EEI.
- 1.3 “**Confidential Information**” shall include, without limitation, any of the following, regardless of whether any such information or documents have been marked with a “Confidential” or “Proprietary” stamp:
 - (i) any and all information pertaining to EEI’s present or future pricing policies and procedures, sales and marketing goals, strategies, and techniques;
 - (ii) other EEI business methods or practices;
 - (iii) business information such as client lists, pricing data, sources of supply and marketing, and production systems or plans;
 - (iv) the compilation of financial and other data or information concerning products and services provided by EEI and clients of EEI;
 - (v) the names of EEI’s clients, the nature of EEI’s relationships with these clients, and any information pertaining to EEI’s clients;
 - (vi) confidential, proprietary, or trade secret information submitted by EEI’s employees, contractors, consultants to, or co-venturers with EEI; and

- (vii) any information not generally known to the public (including information about EEI's operations, personnel, products, or services), that, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of EEI.
- 1.4 “**Client**” shall mean any person or entity to whom EEI is providing products or services at the time of the termination of my employment with EEI or to whom EEI had provided products or services at any point in the twelve-month period preceding the termination of my employment.
- 1.5 “**Prospective Client**” shall mean any person or entity to whom EEI, at any point in the twelve-month period preceding the termination of my employment, had communicated with in respect to providing my services.
- 1.6 “**Intellectual Property**” shall mean all technologies, procedures, discoveries, methodologies, developments, designs, improvements, inventions, formulae, processes, techniques, computer programs, strategies, compilations of information, form and content of databases, drawings, models, equipment, results of research proposals, job notes, reports, records, data, and works of authorship and documentation thereof, whether or not patentable or registerable under patent, copyright, or similar statutes, generated or conceived by me, either alone or jointly with others, that are (a) related to or for the EEI Technology or proprietary to the business of EEI, or (b) results from tasks assigned to me by EEI, or (c) results from the use of EEI premises or property (including, but not limited to, equipment, software, firmware, supplies, or facilities owned, leased, licensed, or contracted for by EEI). Intellectual Property includes without limitation all (i) issued United States and foreign patents, utility models, and the like, and applications pending before any relevant authority worldwide, including any additions, continuations, continuations-in-part, divisions, reissues, renewals, or extensions based thereon; (ii) copyrights and other rights in works of authorship; (iii) trade secrets; and (iv) any other intellectual property rights in existence at the date of this Agreement.
- 1.7 “**EEI Technology**” shall mean any software, software test procedures, and any related technology or information created by me or other employees, contractors, or vendors of EEI as a result of their employment or association with EEI.
- 1.8 “**EEI's Primary Business Territory**” shall mean the District of Columbia and counties in Maryland or Virginia.

2.0 Confidentiality:

- 2.1 I agree that at all times during my employment and subsequent to my employment I shall hold in strictest confidence and trust EEI's or the Client's Confidential Information that is disclosed to me or which I have access to, regardless of the manner or media in which the information is retained or recorded, and I will not disclose or reveal Confidential Information to any person or entity or otherwise use Confidential Information in any manner. However, I shall not be required to treat as confidential any of the Confidential Information to which one of the following applies: (i) through no violation of this Agreement by me, the information becomes available publicly; or (ii) the information is in the public domain at the time of the disclosure.

2.2 I further agree that after termination of my employment that I shall not take with me and shall promptly surrender to EEI or the Client as appropriate all originals and copies, in whatever form, of any documents or materials containing or reflecting EEI's or the Client's Confidential Information in my possession, custody, or control, and shall not construct such materials from my memory after I have left.

3.0 **Assignment of Intellectual Property and Confidential Information:**

3.1 I agree that my services and work product on behalf of EEI and/or the Client are works made for hire and that all Intellectual Property and Confidential Information, as defined above, that I develop while I am employed by EEI shall be the sole property of EEI or the Client and their assigns, and EEI or the Client and their assigns shall be the sole owner of patents, copyrights, trademarks, trade secrets, and other proprietary rights and protections connected with my services. I hereby irrevocably assign and transfer to EEI or the Client any and all rights I now have or may have hereafter acquired in such Intellectual Property, and EEI hereby accepts such assignment.

3.2 On and after the date of this assignment, I will, without charge and promptly upon request by EEI or the Client, as may be requested by EEI or the Client in order to effect and perfect the assignments and transfers contained herein or to enable EEI or the Client to obtain the full benefits of this assignment and the transactions contemplated hereby, (i) deliver to EEI or the Client records, data, or other documents relating to the Intellectual Property that is in my possession; (ii) execute and deliver assignments, licenses, consents, documents, or further instruments of transfer; and (iii) take other actions, render other assistance, and execute other documents. I will also assist EEI or the Client in filing or prosecuting U.S. and foreign patent applications claiming the Intellectual Property.

3.3 I further warrant to EEI that to the best of my knowledge: (i) I own all right, title, and interest in the Intellectual Property that I am hereby assigning to EEI or the Client; (ii) I have not granted any licenses or other rights to the Intellectual Property to any third party; (iii) the Intellectual Property is free of any liens, encumbrances, security interests, and restrictions on transfer; (iv) the Intellectual Property does not infringe any patent, copyright, trademark, trade secret, or other proprietary right of any third party; and (v) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Intellectual Property.

3.4 Notwithstanding the foregoing, EEI grants the employee the right to display the Work in the employee's portfolio or on the employee's Web site with written permission from EEI.

4.0 **Non-Competition:**

4.1 I agree that during my employment I shall not participate directly or indirectly, in any capacity, in any business or activity that is in competition with EEI without prior disclosure and approval.

4.2 I agree that for twelve months after termination (whether voluntary or involuntary) of my employment with EEI, I will not, directly or indirectly, provide the Same or Similar Services on behalf of any client to which EEI assigned me to perform services on behalf of, or a prospective client to which EEI has proposed my services in any capacity

including as an employee, owner, manager, agent, advisor, consultant, or independent contractor.

- 4.3 I further understand that EEI may, at its sole discretion and upon receiving full disclosure from me, consent in writing to actions by me that would otherwise violate the provisions of sections 4.1 and 4.2 above.

5.0 Agreement Not to Solicit EEI Employees:

I agree that during my employment with EEI and for one year thereafter, I will not, either directly or indirectly, hire or assist or facilitate the hiring of any of EEI's employees by any entity with which I am or expect to be employed, nor will I help others to do so. This means, among other things, that if my employment with EEI terminates for any reason, I shall refrain for one year from giving any person or entity the names of my former fellow employees or any information about them, as well as refrain from in any way helping any person or entity hire away from EEI any of my former fellow employees. I shall also refrain for one year following the termination of my employment with EEI from advising an EEI employee to terminate their employment with EEI.

6.0 Prior Understandings:

I represent that I am not restricted by contract or otherwise from accepting employment with EEI or from performing the duties and responsibilities expected to be assigned to me by EEI. I specifically warrant that I am not restricted by any contract with a previous employer or any other person or business from accepting employment; that I have not signed any confidentiality, non-disclosure, or non-competition agreement with a previous employer or any other person or business; and that I am under no other obligations to a previous employer or any other person or business (except as may exist under Federal or common law). I further agree that I will not disclose to EEI any trade secrets acquired during my employment or association with another employer or acquired during my employment or association with any other entity.

7.0 Miscellaneous:

- 7.1 The rights and obligations under this Agreement shall survive the termination of my service with EEI in any capacity and shall inure to the benefit of and shall be binding upon (i) my heirs and personal representatives, and (ii) the successors and assigns of EEI.
- 7.2 This Agreement is governed by and subject to the laws and jurisdiction of the courts of the Commonwealth of Virginia.
- 7.3 This Agreement applies to EEI's Primary Business Territory as defined in section 1.8.
- 7.4 The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, I agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement.
- 7.5 EEI's waiver of any default by me shall not constitute a waiver of its rights under this Agreement with respect to any subsequent default by me.

7.6 I agree that an impending or existing violation of any of the provisions of this Agreement would cause EEI irreparable injury for which it would have no adequate remedy at law, and agree that EEI shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity. Furthermore, I agree to reimburse EEI for reasonable attorney's fees and expenses incurred in connection with EEI's enforcement of the provisions of this Agreement.

(Employee's Signature)

(Date)

(Employee's Printed Name)