

NON-DISCLOSURE, NON-COMPETITION, NON-SOLICITATION AND WORK PRODUCT AGREEMENT

This Non-Disclosure, Non-Competition, Non-Solicitation and Work Product Agreement (the "Agreement") is made and entered into as of _____, 2013, by and between Texans for Greg Abbott, a Texas corporation ("TGA"), and _____ ("Employee"). TGA and Employee are collectively referred to as the "Parties."

R E C I T A L S

A. In the course of Employee's employment by TGA, Employee will gain access to and be provided with Confidential Information, as hereinafter defined, relating to the campaign and business of TGA; and

B. The parties hereto desire to enter into this Agreement in order to set forth the respective rights, limitations, and obligations of both TGA and Employee.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, Employee and TGA acknowledge and agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "Confidential Information" shall mean, collectively, all "Proprietary Information" and "Trade Secrets" of TGA.

(b) "Proprietary Information" shall include information obtained by, developed by or for TGA, or communicated to TGA by a third party relating to the business and campaign of TGA, including without limitation, financial statements and information, business and financial methods or practices, operating costs and cost structures, operations manuals, systems manuals, market evaluations or analyses, campaign performance information, donor identities, donor profiles, donor preferences, employee and contractor information, project designs, project methods, advertising programs, advertising techniques, software, technology, plans, target markets, existing and contemplated services, products, compilations, servicing methods, equipment, programs, strategies and information, past, current or future marketing strategies, campaign strategies, information developed by Employee, contractors or employees, or any other information relating to TGA which is communicated to, supplied to, or observed by Employee, either directly or indirectly, at any time during the relationship, whether or not received from TGA or from any actual or potential donor of TGA, or from any person with a business relationship, whether contractual or otherwise, with TGA. Employee understands and agrees that Confidential Information may include information protected by the attorney-client, work product, or other applicable privileges. The term "Proprietary Information" shall not include any information that: (i) was known or independently developed by Employee prior to the beginning of its relationship with TGA, as long as such information was not acquired from TGA; (ii) is or becomes publicly known through no direct or indirect act, fault or omission of

Employee and which Employee has no reason to believe became publicly known without authorization from TGA; or (iii) was received by Employee from a third party having the legal right to transmit the same without restriction as to use and disclosure and such receipt was not in connection with any business relationship or prospective business relationship with TGA.

(c) "Trade Secrets" shall mean information not generally known about TGA's business and campaign which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality and from which TGA derives economic value from the fact that the information is not generally known to other persons who could obtain economic value from its disclosure or use, and shall include any and all Proprietary Information which may be protected as a trade secret under any applicable law, even if not specifically designated as such. Unless told otherwise, Employee shall treat all Proprietary Information as Trade Secrets. Trade secrets shall not include information referenced or described in 1(b)(i)-(iii) above.

2. Non-Disclosure. Employee acknowledges that during the course of its employment with TGA, TGA may provide, and Employee may acquire, Confidential Information of TGA, including Proprietary Information and Trade Secrets. Employee acknowledges that TGA's Confidential Information is vital, sensitive, confidential, and proprietary to TGA. Accordingly, Employee covenants and agrees that it will not, at any time, other than in the performance of Employee's duties for TGA, both during and after Employee's relationship with TGA has ended (for any reason), communicate, use or disclose to any person or entity, or use for Employee's benefit, or for the benefit of any other person or entity, including on behalf of any other campaign, business or subsequent employer, either directly or indirectly, any of TGA's Confidential Information, except as required by law. For the purposes of this Agreement, the disclosure and use of Confidential Information is prohibited for the Noncompetition Term (defined below), or until the Confidential Information becomes publicly available through no direct or indirect fault or act of Employee or through a source authorized by TGA to make such disclosure. If Employee is subpoenaed, or is otherwise required by law to testify concerning Confidential Information, Employee agrees to promptly notify TGA upon receipt of a subpoena, or upon belief that such testimony shall be required prior to such disclosure or testimony and provide TGA with an opportunity to object and/or obtain a protective order, and Employee shall cooperate with TGA, as necessary, in seeking any such protection. In the event of any loss, disclosure, communication or use of Confidential Information in violation of this Agreement, Employee shall immediately notify TGA.

3. Non-Competition. In consideration of the numerous mutual promises contained in the Agreement between TGA and Employee, including, without limitation, those involving Confidential Information, and in order to protect TGA's Confidential Information and to reduce the likelihood of irreparable damage which would occur in the event such information is provided to or used by a Competitive Campaign of TGA (as defined below), Employee agrees that during its employment with TGA and through the conclusion of 2014 (the "Noncompetition Term"), not to, directly or indirectly, individually or in the form of any business entity, own, manage, engage in, operate, control, work for, be employed by, volunteer with, consult with, render services for, do competitive business with, maintain any interest in (proprietary, financial or otherwise) or otherwise participate in a Competing Campaign in the United States.

For purposes of this Agreement, “Competing Campaign” shall mean a campaign or proposed campaign for local, state, or federal political office in which any person is running against Greg Abbott during the Noncompetition Term.

4. Non-Interference or Solicitation.

(a) **Non-Solicitation of Donors.** Employee covenants and agrees that, during the Noncompetition Term, Employee will not, either directly or indirectly, cause, induce, solicit or encourage any actual or prospective donor (who is in active communications with TGA regarding donating money) of TGA that has donated money, services, goods or volunteered time during 2013-2014, to donate to or volunteer with a Competing Campaign (as defined above).

(b) **Non-Solicitation of Contractors or Employees.** Employee covenants and agrees that, during the Noncompetition Term, Employee will not, either directly or indirectly, cause, solicit, induce or encourage any contractors, consultants, contractors, or employees of TGA to leave such engagement or employment or, with respect to any person engaged or employed by TGA at any time during the 12-month period preceding the termination of Employee’s engagement, engage, hire or employ any such individual in connection to volunteer, work for, become employed by or be engaged by a Competing Campaign (as defined above).

5. Return of Payments for Breach of Restrictive Covenants. In the event a court of competent jurisdiction determines that Employee has breached Sections 2, 3 and/or 4 of this Agreement, Employee understands and agrees that it shall be obligated to repay to TGA in full the amount of all compensation, including salaries and bonuses, paid to it by TGA. The repayment is due within thirty (30) days of such determination by the court.

6. Return of Materials. Employee agrees that if Employee’s relationship with TGA is terminated (for whatever reason), Employee shall not remove or take with Employee, but will leave with TGA or return to TGA, all Confidential Information, including any materials or documents concerning or related to Confidential Information, including electronic mail, records, files, data, memoranda, reports, documents and other information, in whatever form (including on computer disk or thumb drive), and any and all copies thereof, relating to the Confidential Information, or if such items are not on the premises of TGA, Employee agrees to return such items immediately upon Employee’s termination (for whatever reason) or at any time upon TGA’s request. Employee acknowledges that all such items are and remain the property of TGA.

7. Acknowledgment of TGA’s Right in Work Product and Assignment. For purposes of this Section 7, “Work Product” shall mean all intellectual property, including all trade secrets, patents, inventions, discoveries, works of authorship, trademarks, technical specifications, computer code, programming, designs, documentation, technology, or other work product that is created in connection with Employee’s Work, along with all intellectual property rights associated therewith, including U.S. and international patent rights, copyrights, trade secret rights, and trademark rights. In addition, all rights in any preexisting programming, design, documentation, technology, or other Work Product provided to TGA during Employee’s relationship with TGA shall automatically become part of the Work Product hereunder, whether

or not it arises specifically out of Employee's "Work." For purposes of this Agreement, "Work" shall mean (1) any direct or indirect assignments and required performance by or for TGA, and (2) any other productive output that relates to the actual or potential business of TGA and is produced during Employee's relationship or engagement by TGA. For this purpose, Work may be considered present even after normal working hours, away from TGA's premises, on an unsupervised basis, alone or with others. Unless otherwise provided in a subsequent writing signed by the President of TGA, this Agreement shall apply to all Work Product created in connection with all Work conducted before or after the date of this Agreement.

Employee acknowledges and agrees that TGA shall own all right, title and interest worldwide in and to the Work Product, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. To this end, all Work Product shall be considered work made for hire for TGA. If any of the Work Product may not, by operation of law or agreement, be considered Work made by Employee for hire for TGA (or if ownership of all rights therein do not otherwise vest exclusively in TGA immediately), Employee hereby assigns and agrees to assign, and upon creation thereof does hereby automatically assign, without further consideration, the ownership thereof to TGA. Employee hereby irrevocably relinquishes for the benefit of TGA and its assigns any moral rights in the Work Product recognized by applicable law. TGA shall have the right to obtain and hold, in whatever name or capacity it selects, U.S. and international copyright registrations, and U.S. and international patents in the Work Product, along with any other applicable intellectual property protection in the Work Product available in the U.S. or internationally.

Employee agrees to perform upon the request of TGA, during or after Employee's Work or relationship with TGA, such further acts as may be necessary or desirable to transfer, perfect, and defend TGA's ownership of the Work Product, including by (1) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance, (2) obtaining and/or aiding in the enforcement of copyrights, patent rights, trademark rights and/or trade secret rights, and (if applicable) patents with respect to the Work Product in any countries, and (3) providing testimony in connection with any proceeding affecting the rights of TGA in any Work Product.

Employee agrees to promptly disclose in writing to TGA any and all Work Product conceived by, authored, invented or developed by Employee during its relationship with TGA.

Employee warrants that Employee's Work for TGA does not and will not in any way conflict with any existing or remaining obligations Employee may have with any prior employer or client. Employee also agrees to develop all Work Product in a manner that avoids even the appearance of infringement of any third party's intellectual property rights.

8. Injunctive Relief. Employee acknowledges and agrees that the agreements and covenants contained in this Agreement are essential to protect the Confidential Information, campaign, business, and goodwill of TGA. Employee further acknowledges that the breach of any of the agreements contained herein, including, without limitation, the confidentiality

covenants specified in Section 2, the non-competition covenant specified in Section 3, the non-solicitation covenants specified in Section 4, and the covenants with respect to Work Product contained in Section 7, will give rise to irreparable injury to TGA, inadequately compensable in damages. Accordingly, Employee agrees that TGA shall be entitled to injunctive relief to prevent or cure breaches or threatened breaches of the provisions of this Agreement and to enforce specific performance of the terms and provisions hereof in any court of competent jurisdiction, in addition to any other legal or equitable remedies which may be available. Employee further acknowledges and agrees that in the event of the termination of Employee's relationship with TGA, whether voluntary or involuntary, that the enforcement of a remedy hereunder by way of injunction shall not prevent Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of TGA's legitimate business interests and are reasonable in scope and content.

9. Severability and Reformation. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Employee or TGA under this Agreement would not be materially and adversely affected thereby, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and TGA and Employee hereby request the court to whom disputes relating to this Agreement are submitted to reform the otherwise unenforceable covenant in accordance with this Section 9.

10. Venue and Governing Law. The venue for the litigation of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Travis County, Texas. If either party files a lawsuit in state court arising out of this Agreement, the other party may remove the lawsuit to federal court to the extent jurisdiction exists. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY PRINCIPLE OF CONFLICT-OF-LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

11. Survival. The termination of Employee's relationship with TGA, for whatever reason, shall not reduce or terminate Employee's covenants and agreements set forth herein and the provisions of this Agreement shall survive the conclusion of Employee's employment by TGA, except for termination of this Agreement resulting from breach of any terms or provisions hereof by TGA.

12. Entire Agreement. This Agreement (including the Recitals and introductions) and the Contractor Agreement embody the entire agreement and understandings of the parties hereto with respect to the subject matter contained therein and supersedes any and all prior conflicting or inconsistent agreements, consents and understandings between the parties relating to such subject matter. This Agreement may only be modified pursuant to Section 14.

13. NO WAIVER. The forbearance or failure of one of the parties hereto to insist upon strict compliance by the other with any provision of this Agreement, whether continuing or not, shall not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a party arising from any default or failure hereunder of performance by the other shall affect such party's rights or privileges in the event of a further default or failure of performance.

14. MODIFICATION. This Agreement may be modified only by a written agreement signed by both parties. Any such written modification may only be signed on behalf of TGA by the Campaign Manager of TGA.

15. KNOWLEDGE. Employee acknowledges that Employee has had the opportunity to read and review this Agreement and that Employee understands all of the terms of this Agreement and its importance. Employee further acknowledges that TGA would not enter into a relationship with or disclose Confidential Information to Employee without this Agreement and its promises concerning confidentiality and Work Product. Employee acknowledges that TGA encourages Employee to consider consulting with its own attorney prior to execution of this Agreement by Employee.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which together shall constitute one and the same Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be EXECUTED on this _____ day of _____, 2013.

Texans for Greg Abbott
A Texas Corporation

By: _____

Its: _____

Date: _____

Employee

Date: _____



INTERNSHIP- POLITICAL/ MARKETING/ COMMUNICATION/ TECHNOLOGY
SOUTH TEXAS AND RGV REGION

Texans for Greg Abbott is offering an exciting opportunity for Students interested in gaining real life political experience working on a high profile gubernatorial campaign.

As you may know, Texas Attorney General Greg Abbott has garnered nationwide respect as an advocate for the hard working taxpayers of Texas. He is known for his fierce defense of our Texas liberties and has fought vigorously for our rights, as Texans, to be free from intrusive federal government control. He has a proven record of fighting corruption at all levels of government and works tirelessly to improve the lives and protect the rights of each individual Texan.

As Attorney General Abbott is considered the frontrunner candidate for Texas Governor, this campaign promises to be historical and a great opportunity for students to have a front row seat to one of the most exciting elections of 2014.

Students will gain valuable experience, while also networking with other high profile state and national leaders. They will work flexible hours on projects that include outreach, volunteer recruitment, voter ID, database management, marketing, communications, event planning and social media campaigning. They will be mentored and supervised by regional campaign staff who will teach them how the campaign process works.

This is also a great way for students to bolster their resumes and get a valuable letter of recommendation. Now, more than ever, employers are looking for students with applied skills beyond the classroom.

Students can check with their instructors about earning extra credit for hours completed. The campaign is happy to provide forms and reports for each student who participates in our internship. Exemplary interns will also receive a letter of recommendation.

Please send an email letter of interest to Lynn@gregabbott.com

Texans for Greg Abbott

Remote Internship Program

Texans for Greg Abbott is seeking highly organized and motivated interns interested in gaining experience in the world of campaign politics. The internship can take place anywhere within the state of Texas. The program is designed to give the intern exposure to many aspects of a modern campaign. This includes organizing, policy development, social media, persuasive writing, video and graphic skills. We are encouraging people to get involved in all areas and pockets of the state. Candidates must possess the ability to maintain high levels of professionalism and attention to detail. Hours are flexible. The internship is unpaid, but we are happy to help students earn course credit for their service. The duties and requirements of the internship are listed in detail below.

Duties and Requirements of the Internship:

Every week throughout the internship program, it will be a requirement to identify and recruit 20 new supporters of General Abbott. We will be encouraging the interns to come up with creative ways to reach out and engage supporters.

Every week, interns are required to engage in social media and promote General Abbott with positive messages. We will have them develop/create slogans, tweets and posts for Facebook. We also want to engage interns to utilize new social media platforms as well (Pinterest, Instagram, Twitter, etc.) At least 5 social media interactions will be required a week.

Every week, interns must take pictures of supporters. We will have campaign materials available for supporters to pose with (yard signs, bumper stickers, etc.). These pictures will be used on social media, blogs and websites to help show the strength and diversity of supporters throughout Texas.

By the conclusion of the internship, we will ask each intern to create a short video about why they support Gen. Abbott. This can be a short video recorded on a smart phone. We will also be displaying these videos throughout our social media platforms.

Each intern will also be required to write a short (500 word) essay. The topic for the essay will be a policy proposal that they recommend for the State of Texas.

All information will be tracked by the campaign's regional field representatives who will serve as their mentor during the duration of the internship. They will be in constant communication with them every week and updating the Austin headquarters on their weekly progress.

For those using the internship for school credit, an evaluation and letter from their mentor will be sent to the supervising educator upon completion of the internship.

We'll be notifying all interns of campaign events and activities when General Abbott is in the area. We will be encouraging them to volunteer and participate. The more they are able to interact with General Abbott and engage with the voters, the stronger their experience will be.

If you are interested in applying for a remote internship, please email your resume to Lynn@gregabbott.com