



EMPLOYMENT CONTRACT / SERVICE ENGAGEMENT PROVISIONS

In consideration of my employment and or engagement of services by **Destiny Changers International Bible Institute**, I agree as follows:

1. **Confidential Information.**

(a) **Definition.** "Confidential Information" means the proprietary information and trade secrets of the institution and its customers as described below:

(i) Included in "Confidential Information" are the object code and source code to the institution's software, marketing plans and strategies, plans for new product development, technical designs, data dictionaries, information relating to the institution's financial status, and any other information that the institution marks confidential or by separate memorandum or e-mail informs me is confidential.

(ii) Also included in "Confidential Information" is any information about the institution's customers that I have access to in performing my duties for the institution.

(iii) Excluded from "Confidential Information" is information that: (x) I can prove was in my possession before I received it from the institution; (y) is in the public domain through no fault of my own; or (z) I learned from a third party not related to the institution. Information licensed by the institution to customers under a confidentiality restriction is not considered to be in the public domain.

(b) **Nondisclosure.** I agree that I will not disclose Confidential Information to any third party not employed by the institution unless the institution authorizes me to do so in writing. I further agree that I will not use Confidential Information for any purpose except to perform my employment duties for the institution. These agreements will continue to apply after I am no longer employed or my services engaged by the institution.

"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and

(ii) solely to report or investigate a suspected violation of law, or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except under court order."

2. **Return of Company Property.** Upon termination of my employment or engagement of services with the institution, I will promptly deliver to the institution, without copying or summarizing, all material related to the institution's business that is in my possession or under my control including, without limitation, all physical property, keys, access cards, ID's, documents, lists, electronic information storage media, laptops, tablets, internet routers, phones, manuals, letters, notes and reports.

3. **Works Made For Hire.** I understand that any work that I create or help create at the request of the institution, including software, user manuals, training materials, sales materials, and other written and visual works, are works made for hire in which he institution owns the copyright. I may not reproduce or publish these copyrighted works, except in the pursuit of my employment duties.

4. **Inventions.** Any inventions, discoveries, patents, and ideas ("Technology") that I develop while performing work assigned to me by the institution are owned by the institution. I will sign any assignment or other document requested by the institution to establish its ownership of the Technology and to permit the institution to obtain and retain patents, copyrights, trademarks, and other indications of ownership, without charge to the institution, but at no expense to me. If there is Technology that I developed before becoming employed by the institution and to which I claim ownership, I have listed it here:

5. **Prior Agreements.** I have provided the institution with copies of all agreements with previous employers under which I have agreed not to compete or otherwise agree to limit the use of trade secrets.

6. **Full-Time Employment.** While I am employed or my services are engaged by the institution, I will devote my full-time best efforts to the institution's business and will not engage in any other business or employment without the prior written approval of the institution's President.

7. Post-Employment Restriction.

(a) **Definition.** "Competitive Products" means a product or service sold by a Company or competitive with a product or service sold by a Company while I am an employee of a Company. (b) **Non-compete Agreement.** During the time that I am employed by the institution and for a period of two years after my employment or engagement of services with the institution terminates, I will not, without the prior written consent of the institution:

- (i) Design, develop, sell, manufacture, license, distribute, or solicit orders for Competitive Products.
- (ii) Affiliate as an owner, officer, director, member, manager, employee or agent with any business enterprise that designs, develops, sells, manufactures, distributes, licenses, or solicits orders for a Competitive Product.
- (iii) Solicit any customer or employee of the Company to discontinue the customer or employee relationship with the institution.

I ACKNOWLEDGE THAT THE FOREGOING RESTRICTIONS ARE REASONABLE AND APPROPRIATE MEANS OF PROTECTING THE COMPANY'S PROPER INTERESTS, WHICH WILL NOT UNREASONABLY INTERFERE WITH MY ABILITY TO MAKE A LIVING.

8. **Injunctive Relief.** I recognize that if I breach this Agreement, the institution's business will suffer irreparable harm and that remedies at law will be inadequate. I agree that in case of any breach or threatened breach of this Agreement, the institution is entitled to immediate injunctive relief or a decree of specific performance of this Agreement, in addition to any other remedies provided by law and without being required to prove irreparable harm or special damages.

9. **Entire Agreement; Modifications.** This Agreement is my entire agreement with the institution with respect to its subject matter and supersedes any prior written or oral understandings pertaining thereto. My obligations under this Agreement may not be changed in whole or in part except by a written agreement signed by the President of the institution and me which specifically refers to this Agreement.

10. **Binding Effect.** This Agreement may be assigned by the institution in connection with any transfer or sale of its business and shall inure to the benefit of the institution and its successors and assigns. This Agreement is binding upon me, my heirs, personal representatives, successors, and assigns.

11. **Severability.** I agree that the provisions of this Agreement are fair and reasonable considering my employment and or engaged service relationship with the institution and the nature of the institution's business. Nevertheless, if a court of competent jurisdiction should invalidate any provision of this Agreement, all other provisions shall survive and remain valid and enforceable. If a court of competent jurisdiction should decline to enforce any provision on the ground that it is overboard or unreasonable, that provision shall be narrowed only to the extent required so that it may be enforceable under State law.

12. **Captions.** Any captions and headings are purely for the convenience of the reader and shall not be used to interpret or construe this Agreement.

13. **Governing Law.** The interpretation of this Agreement and the obligations hereunder are governed by the laws of the State.

ACCEPTED AND AGREED TO:

Name: _____

Title: _____

Signature: _____

Date: _____

ACCEPTED ON BEHALF OF:

Destiny Changers International Bible Institute

By: Rev. Rosemary Koomson

Its: Pro-Chancellor/President

Signature: _____

Date: _____