

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”) is entered into by and between the Roman Catholic Diocese of Charleston (hereinafter referred to as the “Diocese”) and the undersigned Employee as of the date that this Agreement is signed by Employee.

1. Relationship of the Parties. Employee is employed by the Diocese and, in connection with such employment, will have access to the Diocese’s Confidential Information (as defined herein). The parties are entering into this Agreement to set forth certain obligations and duties of Employee, including those related to the Diocese’s Confidential Information.

2. Covenants not to Disclose Confidential Information and Trade Secrets.

- a. Employee acknowledges that Employee’s employment with the Diocese places Employee in a position of confidence and trust with respect to the business and operations, of the Diocese, and that Employee may be given access to Confidential Information of the Diocese.
- b. The term “Confidential Information,” as used herein, shall be defined as information in whatever form, whether oral, written or electronic, that: (a) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by the public or any other person who can obtain value from its disclosure or use, and (b) is the subject of reasonable efforts by the Diocese to maintain its secrecy. Employee acknowledges that Confidential Information includes, but is not limited to, the following information that falls within (a) and (b) above:
 - i. Information developed by the Diocese regarding diocesan business, finances, financial structure, financial condition, assets and liabilities, and projections relating to the Diocese;
 - ii. Information regarding the Diocese’s parishioners and students; and
 - iii. Information regarding employees, employee compensation, and personnel matters.
- c. Confidential Information does not include information that is i) within the public domain or known to the public or ii) created by Employee separately and independently from information Employee obtains from the Diocese and in a manner that is not in violation of this Agreement; or (iii) obtained by Employee from a third party who is not bound by restrictions related to the information and in a manner that is not in violation of this Agreement.
- d. Employee acknowledges that the Diocese has invested considerable time and expense in developing and safeguarding its Confidential Information. Employee pledges Employee’s best efforts and utmost diligence to protect the Diocese’s Confidential Information. Unless required by the Diocese in connection with Employee’s

employment or with the Diocese's express written consent, Employee agrees that Employee shall not, either during employment with the Diocese or afterwards, directly or indirectly, use or disclose Employee's own benefit or for the benefit of another person or entity, any of the Diocese's Confidential Information.

- e. If Employee is required by applicable law, legal process, or any order or mandate of a court or other governmental authority to disclose any Confidential Information, Employee shall give the Diocese reasonable advance written notice of the Confidential Information intended to be disclosed and the reasons and circumstances surrounding such disclosure, in order to permit the Diocese to seek a protective order or other appropriate request for confidential treatment and/or non-disclosure of the applicable Confidential Information.
- f. Notwithstanding the nondisclosure obligations set forth herein, pursuant to the Defend Trade Secrets Act of 2016, 18 U.S.C. Section 1833(b), Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, Employee understands that if Employee files a lawsuit for retaliation by the Diocese for reporting a suspected violation of law, Employee may disclose the Diocese's trade secrets to Employee's attorney and use the trade secret information in the court proceeding if Employee: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

3. Return of Documents. Upon the termination, for any reason, of Employee's employment with the Diocese, Employee shall return to the Diocese, and not download, copy, or take with him/her, any documents or materials, whether electronic or hardcopy, belonging to the Diocese, including without limitation, any notes, records, charts, marketing materials or manuals of the Diocese, or other documents or things, including, but not limited to, anything containing in whole or in part any of the Diocese's Confidential Information. Employee further agrees not to delete or destroy any Company information upon termination, for any reason, of Employee's employment with the Diocese unless with the consent of the Diocese, including, but not limited to, information on electronic devices. In the event Employee is using his or her personal cell phone in connection with Employee's employment, Employee agrees to delete from the cell phone all documents and information belonging to the Diocese or used in connection with Employee's employment with the Diocese.

4. Duties to Third Parties. Employee represents that, to the best of Employee's knowledge, compliance with the terms of this Agreement will not violate any duty that Employee has, or may have, to any person or entity, including, but not limited to, any former employer, and including, but not limited to, the duty to keep such person or entity's trade secrets or proprietary information in confidence or to refrain from using that person or entity's patents, copyrights, or other intellectual property. Employee agrees that Employee will not, during Employee's employment with the Diocese, bring onto the Diocese's premises, use or disclose to the Diocese, any proprietary

information or trade secrets of any former employer or any other person or entity without the consent of that person or entity.

5. Intellectual Property.

a. Definition of “Intellectual Property.” Intellectual Property means all inventions, discoveries, improvements, ideas, works of authorship, developments, designs, creations, improvements, formulas, computer software programs and related documentation, processes, techniques, know how, negative know how, data, research, techniques, and technical data, and other learned or acquired information, whether or not the subject of a patent, copyright, or trademark registration.

b. Disclosure and Assignment of Intellectual Property. Employee will disclose promptly to the Diocese all Intellectual Property that Employee makes or conceives or first reduces to practice or creates, either alone or jointly with others, related to or useful in the Diocese’s present or future business or which results from the use of property owned, leased, or contracted for by the Diocese during the period of Employee’s employment with the Diocese, whether or not in the course of employment and whether or not such Intellectual Property is patentable or registerable under patent, copyright or similar statutes or protectable as trade secrets. Employee hereby acknowledges and agrees that any copyrightable works prepared by Employee within the scope of Employee’s employment at the Diocese are original to Employee and are “works for hire” under the United States Copyright Act and that the Diocese will be considered the author and owner of such copyrightable works. In addition, Employee hereby agrees that all Intellectual Property that (a) is developed using equipment, supplies, facilities or trade secrets of the Diocese, or (b) results from work performed by Employee for the Diocese, will be the sole and exclusive property of the Diocese and are hereby irrevocably assigned by Employee to the Diocese. Employee further assigns to the Diocese all of Employee’s right, title and interest in and to, all Intellectual Property which, during Employee’s employment with Company, Employee makes, conceives or creates (in whole, in part, alone or with others): (a) in the course of performing Employee’s duties as an employee of the Diocese (whether in or outside regular working hours; or (b) which relates to the Diocese’s business or interests or uses Company time, materials, or proprietary information. Employee agrees that during or after Employee’s employment with the Diocese, he will, on request of the Diocese, execute specific assignments to the Diocese or its nominee of any such Intellectual Property, as well as execute all papers and perform all other lawful acts which the Diocese deems necessary in connection with its patenting, using, maintaining, protecting, or otherwise owning such Intellectual Property. Employee understands that all expenses related to the foregoing activities shall be borne by the Diocese or its nominee. The Diocese, at its sole discretion, will decide whether to seek formal patent, copyright, or trademark protection for such Intellectual Property.

6. Consideration. Employee acknowledges and agrees that valid consideration has been given to Employee in return for the promises of Employee set forth herein.

7. Remedies for Breach. Employee recognizes and agrees that a breach by Employee of any covenant contained in this Agreement would cause immeasurable and irreparable harm to the Diocese. In the event of a breach or threatened breach of any covenant contained herein, the

Diocese shall be entitled to temporary and permanent injunctive relief, restraining Employee from violating or threatening to violate any covenant contained herein, as well as all costs and fees incurred by the Diocese, including attorneys' fees, as a result of Employee's breach or threatened breach of the covenant. The Diocese and Employee agree that the relief described herein is in addition to such other and further relief as may be available to the Diocese at equity or by law. Nothing herein shall be construed as prohibiting the Diocese from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee.

8. Covenants are Independent. The covenants on the part of Employee contained in this Agreement shall each be construed as agreements independent of each other and of any other provision in this Agreement and the unenforceability of one shall not affect the remaining covenants or subsections thereof. Each of the provisions of the Agreement are severable.

9. Reasonable Restraint. It is agreed by the parties that the foregoing covenants in this Agreement are necessary for the legitimate business interests of the Diocese and impose a reasonable restraint on Employee in light of the activities and business of the Diocese on the date of the execution of this Agreement.

10. Entire Agreement. This instrument contains the entire agreement between the parties regarding the subject matter hereof and no oral or written agreements, promises or representations made by Employee or by the Diocese modify this agreement. No modifications shall be binding except by a written instrument signed by both parties.

11. Enforcement of Provisions. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, Employee and the Diocese agree that such provision shall be enforced to the extent reasonable under the circumstances and that all other provisions shall be enforceable to the fullest extent permissible by law.

12. Assignment. Employee's rights and obligations under this Agreement are personal and not assignable. The rights and obligations of the Diocese hereunder shall inure to the benefit of and be binding upon its successors and assigns.

13. Waiver. No waiver of a breach of any provision of this Agreement by the Diocese shall be construed to be a waiver of any breach of any other provision. No delay with regard to enforcement of any breach of any provision of this Agreement by the Diocese shall be construed to be a waiver of such breach.

14. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of South Carolina.

15. At-Will Employment. Employee understands and agrees that Employee's employment is at-will and that this Agreement shall in no way impose upon the Diocese any obligation to employ Employee or to continue Employee's employment for any length of time. The employment or continuation of employment by the Diocese is, and at all times shall remain, in the absolute

discretion of the Diocese, and may be terminated by Employee or the Diocese at any time without notice.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first written above.

Employee:

Signature

Printed Name

Date: _____

The Roman Catholic Diocese of Charleston

By: _____

Its: _____

Date: _____