

BLD Homes Confidentiality and Non-Competition Agreement

Confidentiality and Non-Competition Agreement

Purpose

It is understood that employees of BLD Homes may become aware of company trade secrets and proprietary material through the course of their employment, and that said trade secrets and proprietary material may have a significant relationship with the competitive edge that BLD Homes maintains in the marketplace. Employees agree that if BLD Homes' trade secrets and proprietary material are not effectively protected, the production and operations of BLD Homes may be threatened, and the company may suffer significant and irreparable losses in the marketplace. Employees of BLD Homes are required to keep all proprietary information and relevant trade secrets of both the company and its customers confidential both during and after their term of employment. It is also expected that BLD Homes employees will not compete with the company during their employment. These practices have been adopted, as they have been deemed essential to the protection of BLD Homes' business.

Confidentiality Agreement

The following are classed as confidential:

- Company marketing plans and campaign strategies
- Company customer lists
- Project management
- Technical management
- Product development
- Pricing methods
- Quality management methods
- Investment plans
- Operation rules
- Commercial network
- Supply chain information
- Human resource planning
- Product technical design
- Company data dictionaries
- Company financial information, status, and statements
- Object code and source code to company software
- Any information or documentation labeled "confidential" by BLD Homes or listed as such by separate memorandum or e-mail communication that informs of confidential status
- Any information pertaining to BLD Homes' customers

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- Information licensed by BLD Homes to customers under a confidentiality restriction

Any information relating to the company that is freely in the public domain may not be considered "confidential." If an employee can prove that information was possessed before it was received from BLD Homes, or that information was gained from an unrelated third party, said information will not be classified as "confidential."

Nondisclosure:

In working for BLD Homes, employees shall not divulge, disclose, provide, or disseminate confidential information to any third party not employed by BLD Homes at any time, unless BLD Homes gives written authorization. Furthermore, confidential information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for BLD Homes.

Company property:

Upon termination of employment with BLD Homes, employees shall promptly return, without duplicating or summarizing, any and all material pertaining to BLD Homes' business in their possession, including but not limited to: all customer lists, physical property, tools, documents, keys, electronic information storage media, manuals, letters, notes, and reports.

Intellectual Property

Works made for hire:

- Employees agree that any work they have created, or assisted in the creation of, at the behest of BLD Homes including but not limited to: software, sales materials, user manuals, training materials, and any written or visual work constitute works made for hire, and that BLD Homes therefore holds the copyright to said works.
- Employees cannot reproduce or publish these copyrighted works, unless it is necessary to comply with normal BLD Homes employment duties.

Inventions:

- Employees agree that any inventions, discoveries, technology, or ideas developed while performing work assigned by BLD Homes are owned by BLD Homes.

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- Employees must sign all assignments and documents requested by BLD Homes intended to establish BLD Homes ownership of the invention, discovery, technology, or idea.
- Employees must permit BLD Homes to obtain and retain patents, copyrights, trademarks, and other indications of ownership without any further claim towards the discovery, technology, invention, or idea.
- If an employee has developed any technology, invention, discovery, or idea prior to employment with BLD Homes, they are required to report and claim ownership of it before their employment begins.

Non-compete Agreement

Definition of competition:

Competition in this agreement shall refer to any individual, company, enterprise, partnership, department, association, or other association that conducts the same or similar kind of business as BLD Homes, provides services similar to those provided by BLD Homes, or substantiates real or potential competition against BLD Homes. Any organization which provides professional consultation or advisory services to any of the aforementioned groups of competitors shall also be viewed as competition.

During employment:

- While employed by BLD Homes, employees will not conduct any business on their own, or on behalf of others, with any business which competes with BLD Homes either directly or indirectly without first obtaining written approval from BLD Homes.
- While employed by BLD Homes, employees may not accept employment (either with or without compensation) in any position with any company that competes either directly or indirectly with BLD Homes, or any company that has a direct financial relationship with BLD Homes.
- Employees will not seek private gains through use of their position or authority at BLD Homes.

Post-employment:

- Employees agree that when taking on a position at another company, they will neither encourage, entice, instigate, solicit, nor otherwise attempt to affect, either directly or indirectly, any other staff member or customer of BLD Homes for the purpose of severing their relationship with BLD Homes.

Injunctive relief:

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Should the employee breach this contract, they agree that BLD Homes would suffer irreparable harm, and that legal action may be inadequate in recouping the losses incurred. Employees agree that in the event of a breach, or threatened breach of this agreement, BLD Homes is entitled to injunctive relief or a ruling of specific performance of this agreement, as well as any other solutions available under law, and without the necessity to prove irreparable harm or special damages.

Binding effects:

- This agreement is binding upon the employee, their heirs, representatives, successors and assigns.
- This agreement shall remain in effect even in the event of BLD Homes transferring or selling its business.

Modification of this agreement:

- Employees agree to the provisions of this agreement in its entirety, and agree that they are both reasonable and fair. The employee's agreement shall supersede any prior written or oral understandings pertaining thereto. The employee's obligations under this agreement may not be changed either in whole or in part, with the exception of a written agreement signed by the President of BLD Homes and the employee, specifically referring to this agreement.
- In the event of a court of law striking down any provision of this agreement, all other provisions shall remain both valid and enforceable.

Legal Compliance

The provisions of this policy are subject to any federal, provincial, or local laws that may prohibit or restrict their applicability.

Acknowledgment and Agreement

I, _____, acknowledge that I have read and understand the Confidentiality and Non-Competition Agreement of BLD Homes. I agree to adhere to this policy and will ensure that others adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face termination and/or legal action.

Name: _____

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Signature: _____

Date: _____

Witness: _____