





copies of Confidential Information in any form, and shall delete all Confidential Information from personal devices and cloud accounts, certifying compliance in writing.

## 7. Term and Survival

Employee's confidentiality obligations continue during employment and for 3rd (3) years after termination, provided that for trade secrets, obligations continue for as long as the information remains a trade secret under applicable law, which may be indefinitely.

## 8. Remedies

**Injunctive relief.** Employee acknowledges breach would cause irreparable harm; Employer may seek immediate injunctive relief without bond or proof of actual damages.

**Attorney's fees.** The prevailing Party recovers reasonable attorney's fees and costs to the extent permitted by law.

**Cumulative remedies.** All remedies are cumulative.

## 10. Required Disclosures and Protected Activity

**General whistleblower protection.** Nothing in this Agreement prohibits Employee from filing a charge with, or participating in any investigation or proceeding conducted by, the EEOC, NLRB, SEC, OSHA, or any other government agency; reporting suspected violations of law; or exercising any right that cannot be waived by private agreement. Employee is not required to notify or obtain permission from Employer before doing so.

## 11. At-Will Employment

Nothing in this Agreement alters the at-will nature of Employee's employment (where applicable), and nothing herein constitutes a contract of employment for a specified term.

## 12. General Provisions

**Governing Law.** This Agreement is governed by the laws of the State of [STATE].

**Venue.** Exclusive venue in the state or federal courts in [VENUE CITY FOR COURT OR ARBITRATION], [STATE].

**Assignment.** Employer may assign this Agreement to any successor. Employee may not assign.

**Severability; Waiver; Entire Agreement; Counterparts.** Invalid provisions are reformed to minimum extent; no waiver except in signed writing; this is the entire agreement on its subject matter (except it

supplements, and does not replace, any separate offer letter or employment agreement unless expressly stated); counterparts and electronic signatures permitted under ESIGN and applicable law.

**Notices.** Delivered to addresses in preamble by hand, courier, certified mail, or email with acknowledgment.

## Signatures

### Employer

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

### Employee

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE