

## Harvest Bible Chapel Confidentiality Agreement

**This Agreement is made as of the date contained within my digital signature below and between HARVEST BIBLE CHAPEL (herein referred to as "HBC"). I agree that by applying my digital signature below and affixing it to this Agreement, that I HAVE READ IT AND FULLY AGREE TO ITS TERMS.**

During my employment I will learn about and become privy to programs, processes or plans which are not public and are confidential. I understand that the programs, processes or plans must remain confidential in order to avoid immeasurable damage to HBC, its employees and members.

In consideration of the job offered to me at HBC, I agree to the following:

1. Proprietary Information. The term "Proprietary Information" includes all confidential or proprietary information of HBC, including, without limitation, any information concerning finances, compensation, banking, loans and budget information including but not limited to data, reports, investigations, proposals, and cost summaries, and nonpublic information concerning HBC's members including membership lists, disciplinary action, other than that information voluntarily disclosed to the public by authorized representatives of HBC. Additionally, any confidential information that may be contained in files, and emails, or access information and knowledge of the use and understanding of the information used and kept on any network owned or operated by HBC shall be considered Proprietary Information.

2. Confidentiality.

2.1 Non-Disclosure and Non-Use of Proprietary Information. I agree to maintain Proprietary Information in strict confidence, and not to disclose any Proprietary Information. I will not disclose this Agreement to any newspaper or other media representative, other employer, other company. The only exception is a disclosure is to my attorney, tax advisors, spouse, state and federal taxing authorities, and/or if disclosure is required by a lawful subpoena or court order. As to my spouse, I agree that I will be responsible for any breach by my spouse of this confidentiality and nondisclosure requirement. If I believe that any disclosure is required by a lawful subpoena or court order, I agree to give prompt notice of the potential disclosure to HBC's General Counsel so that HBC will have the opportunity to participate in the proceeding concerning the potential disclosure and otherwise protect HBC's interests.

I further agree that I will not interfere with, attempt to interfere with, take any actions or make any communications calculated or likely to have the effect of undermining, or disparaging upon HBC, its pastors, staff, members, or reputation. I also agree that, except as required by the express terms of a lawful subpoena or court order, that I will never aid in any contemplated, threatened or actual litigation of any kind by others against HBC. This agreement does not preclude me from providing truthful statements if called to testify under oath in any legal proceeding.

2.2 Pre-Publication Authorization. I agree that I shall obtain the written approval from HBC prior to any publication or written reproduction, of any Proprietary Information.

2.3 Return of Materials. I acknowledge that all files and documents and other tangible property, pertaining to the Proprietary Information, furnished to me by HBC shall be and remain the sole and exclusive property of HBC. At the request of HBC for whatever the reason, I shall promptly deliver to HBC, without retaining any copies, all property in his possession which is considered Proprietary Information.

3. Personal Property and Expectations of Privacy. HBC assumes no liability whatsoever for the damage, loss or theft caused by third parties to the personal property of staff members. All offices and workspaces, including desks, are the property of HBC, and HBC reserves the right to have access to these areas and to such property at any time, without advance notice to any employee. Therefore, employees should not expect that such property will be treated as private and personal to the employee. Likewise, email, voice mail, and any other communication via an app on a device is also considered church property, regardless of who originally purchased the device or pays the monthly service. Internet is also to be used only for HBC ministry. HBC reserves the right to inspect, monitor and have access to church computers, electronic mail (email), voice mail messages and Internet communications.

To promote the safety of employees and company visitors, as well as the security of its facilities, HBC reserves the right to conduct video surveillance of any portion of its premises at any time. Video cameras will be positioned in appropriate places within and around church buildings. The only exceptions to this policy include private areas of restrooms, showers and dressing rooms.

4. Dispute Resolution. The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian

community in conformity with the biblical injunctions of 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Any controversy, claim, or dispute arising out of or relating to this Agreement, or the alleged breach thereof, shall be settled by binding arbitration. Controversies, claims, or disputes shall further include common law claims and claims brought pursuant to the provisions of any State of Illinois or Federal Civil Rights act or statute. The arbitration shall be administered by a Christian organization as agreed to by the parties at the time. In the alternative, or if the parties are unable to agree to an arbitration organization, then arbitration shall be administered by panel of three arbitrators, all of whom must be Christians (defined for purpose of this Contract as those who profess a personal faith in Jesus Christ and demonstrate adherence to basic Christian doctrine and lifestyle) and who are not presently or previously employed by Harvest Bible Chapel. Each party will select an arbitrator. The two arbitrators so selected will select the third, neutral arbitrator, subject to the approval of the parties. A judgment upon the arbitrators' award may be entered by a court of competent jurisdiction and shall be binding upon the parties. The fees and costs of the neutral arbitrator, as well as any costs incident to the arbitration procedure itself, shall be paid equally by the parties.

The arbitration proceeding shall be conducted pursuant to rules to be determined by the arbitrators. Such rules shall be determined in such a manner as to insure to the fullest degree possible that due process and fundamental fairness are afforded. Such rules, at a minimum, shall include the right to be represented by counsel, the right to reasonable discovery as determined by the arbitrators, and that the arbitrators will have subpoena power.

The parties to this Agreement agree that these methods shall be the sole remedy for any controversy or claim arising out of the employment relationship or this agreement and each expressly waives their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision.

5. General Provisions.

5.1 Entire Agreement. This Agreement represents the entire agreement between myself and HBC with respect to the subject matter hereof, superseding all previous oral or written communications, representations, understandings.

5.2 Severable Provision. The provisions of the Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

IN WITNESS WHEREOF, I hereto have digitally executed this Agreement as of the date set forth below. By signing below, I confirm and acknowledge that acceptance to the terms herein are to be bound by Illinois and federal law and by the biblical conviction of integrity and obedience to our Lord Jesus Christ as hereto called to live, and referenced by Scripture at Numbers 30:2, Ecclesiastes 5:4, John 13:17, Romans 1:5, and 1 John 2:3-5. I have read, understand, and agree to the above terms and conditions.

**DIGITAL SIGNATURE BELOW**