

# Proprietary & Confidentiality Policy & Acknowledgement

This Proprietary & Confidentiality Policy and Acknowledgement ("Agreement") is entered into by and between Denizen Management ("Company") and the employee ("Employee"). In consideration of Employee's initial or continued employment by the Company, Employee and the Company agree as follows:

## Company Business & Divisions

The Company is engaged in the business of developing, constructing and managing real estate properties ("Services") by the following four closely held businesses, defined as divisions, but in aggregate represent the term "Company".

Anderson Birkla Investment Partners, LLC – Project Development  
Allied Diversified Construction, Inc. – Project Construction  
Denizen Management – Project Management

## Acknowledgments

Employee acknowledges and agrees that Employee will receive training relating to the business of the Company or one or more of the divisions and will be given access to, generate or otherwise come into contact with or become aware of proprietary and confidential information and materials (as may be otherwise marked as Proprietary & Confidential), contact list, competitively sensitive information such as, but not exclusively active and prospective customers and opportunities that are the property of or relate to the Company or one or more of its divisions and are not generally known by the public ("Proprietary & Confidential Information").

1. Employee further acknowledges and agrees that, during period immediately preceding the termination of Employee's employment with the Company ("Pre-Termination Period"), Employee may receive Proprietary & Confidential Information concerning or perform services on behalf of one or more divisions ("Protected Divisions") in addition to the Company.
2. Employee further acknowledges and agrees that the restrictions set forth in this Agreement are reasonably necessary to protect the legitimate business interests of the Company or one or more of the Protected Divisions.
3. Employee further acknowledges and agrees that Employee's training, experience and capabilities are such that the restrictions set forth in this Agreement will not



unreasonably impair Employee's ability to earn a livelihood following Employee's employment with the Company.

### **Proprietary & Confidential Information**

To the extent permitted by law, during Employee's employment with the Company and immediately following the date on which Employee's employment with the Company terminates for any reason, voluntary or involuntary ("Termination"), Employee shall not directly or indirectly (whether on Employee's own behalf or as an employee, independent contractor, consultant, partner, investor, owner or any other type of participant) divulge to others or to make use thereof, except for the purposes of the Company and its Protected Divisions, any Proprietary & Confidential Information; and otherwise subject to the terms of this Agreement.

### **Anti-Raiding**

To the extent permitted by law, during Employee's employment with the Company and for a period of 12 months, Employee shall not directly or indirectly (whether on Employee's own behalf or as an employee, independent contractor, consultant, partner, investor, owner or any other type of participant) (a) hire or otherwise engage any employee of the Company or any Protected Divisions, (b) solicit, induce or influence any such employee or other person or entity to discontinue, reduce, reject or otherwise change in any manner adverse to the interests of the Company or an Protected Divisions the nature or extent of such relationship with the Company or Protected Divisions.

### **Third-Party Beneficiary**

The parties acknowledge and agree that Employee's obligations under this Agreement are intended directly to benefit, in addition to the Company, each Protected Division as to which Employee performs any duties or receives Proprietary & Confidential Information. In the event of Employee's breach of any obligation under this Agreement involving, concerning or relating to Protected Divisions, such Protected Divisions shall be deemed a third-party beneficiary of this Agreement and may bring an action to enforce its terms directly against Employee.

### **Breach of Agreement and Remedies**

Employee acknowledges and agrees that Employee's actual or threatened breach of this Agreement will cause or threaten irreparable injury to the Company that cannot adequately be measured in money damages. Without the obligation of posting a bond, the Company shall therefore be entitled to obtain injunctive relief with respect to any such actual or threatened breach by Employee in addition to and not in lieu of any other available remedies. Employee shall also pay any and all costs, damages and other expenses, including without limitation all attorneys' fees that are incurred by the Company in



enforcing this Agreement. Employee further acknowledges and agrees that the existence of any claim or cause of action by Employee against the Company (whether arising out of or in any way related to Employee's employment with the Company) shall not relieve Employee of Employee's obligations under this Agreement.

## **Other Agreements**

Employee represents and warrants that Employee's employment by the Company does not breach, violate, interfere with or otherwise conflict with any oral or written agreement between Employee and any other person or entity, including without limitation non-disclosure or confidentiality provisions in any such agreement.

## **Other Terms**

This Agreement is in addition to and not in lieu of any other oral or written terms of Employee's employment with the Company (including without limitation any confidentiality and nondisclosure agreements), except that this Agreement sets forth the entire agreement between Employee and the Company with respect to the subject matter of this Agreement and fully supersedes all prior negotiations, representations and agreements, whether written or oral, between Employee and the Company with respect to the subject matter of this Agreement.

## **Employment at Will**

Employee acknowledges and agrees that Employee is an employee at will of the Company, and Employee's employment may be terminated at any time, with or without cause or notice, by Employee or by the Company.

## **Miscellaneous Terms**

1. The provisions of this Agreement are severable and shall be separately construed. If any of them is determined to be unenforceable by any court, that determination shall not invalidate any other provision of this Agreement.
2. This Agreement may not be modified, amended or waived in any manner except by a written document executed by the Company and Employee.
3. This Agreement and the covenants herein shall extend to and inure to the benefit of the successors and assigns of the Company. The Company may assign this Agreement and all of its rights and interests in this Agreement to any third party without Employee's consent and without notice to Employee.
4. Employee acknowledges and agrees that the State of Indiana has a substantial connection to this Agreement. This Agreement shall therefore be governed by and



construed according to the internal laws of the State of Indiana, without regard to conflict of law principles. The parties further agree that any disputes arising under this Agreement or any action brought to enforce this Agreement shall be brought exclusively in a state court of competent jurisdiction in Marion or Hamilton Counties, Indiana, or in the federal court for the Southern District of Indiana, and the parties consent to personal jurisdiction of such courts and waive any defense of forum non-conveniens.

I have read the foregoing Proprietary & Confidentiality Policy and I understand that a violation or failure to cooperate with said Policy may result in disciplinary action, including termination of employment. I understand that I may face both civil and criminal action by the Company or by individuals harmed by a violation the Proprietary & Confidentiality Policy. I understand it is the employee's responsibility to understand and abide by the Proprietary & Confidentiality Policy as provided and/or amend by the Company at its sole discretion.

**ACKNOWLEDGED:**

**EMPLOYEE:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**DENIZEN MANAGEMENT:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_