

CONFIDENTIALITY, NON-DISCLOSURE AGREEMENT



HARVEST
BIBLE CHAPEL

This Agreement is made as of _____ (Date) by and between HARVEST BIBLE CHAPEL (herein referred to as "HBC"), and _____ (Employee) (herein referred to as "Employee").

Employee understands that during employment the employee may learn about and become privy to programs, processes or plans which are not public and are confidential. Employee understands that the programs, processes or plans must remain confidential in order to avoid immeasurable damage to HBC, its employees and members.

In consideration of Employee being a member of the Joint Leadership Team and participating in the exclusive opportunities and events only accessible to Joint Leadership Team members, and Employee's employment by HBC, and the compensation received by Employee from HBC, the parties 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. Employee agrees at all times during the term of their employment with HBC, and after termination of employment, to maintain Proprietary Information in strict confidence, and not to disclose any Proprietary Information. Employee will not disclose this Agreement to any newspaper or other media representative, other employer, other company. The only exception is a disclosure to Employee's attorney, tax advisors, spouse, state and federal taxing authorities, and/or if disclosure is required by a lawful subpoena or court order. As to Employee's spouse, Employee agrees that the Employee will be responsible for any breach by their spouse of this confidentiality and nondisclosure requirement. If Employee believes that any disclosure is required by a lawful subpoena or court order, Employee agrees that the Employee will 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.

Employee further agrees that the Employee shall not directly or indirectly 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 reputation, its pastors, directors, staff, or members. The bible commands for us not to stir-up controversy and quarrel, which produce envy, dissension, slander, evil suspicions which are unprofitable and worthless. Rather, any communication by Employee shall be impartial, peaceful, loving, with patience, kindness, goodness, faithfulness, gentleness, and self-control, as commanded in the bible, when speaking about HBC, its pastors, directors, staff or members. You shall love your neighbor as yourself. Employee will never aid in any contemplated, threatened or actual litigation of any kind by others against HBC. This agreement does not preclude Employee from providing truthful statements if called to testify under oath in any legal proceeding.

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

2.3 Return of Materials at Termination. Employee acknowledges that all files and documents and other tangible property, pertaining to the Proprietary Information, furnished to Employee by HBC or produced by Employee in connection with Employee's employment by HBC, shall be and remain the sole and exclusive property of HBC. At the request of HBC during Employee's employment and upon termination of Employee's employment, with or without cause and whatever the reason, Employee shall promptly deliver to HBC, without retaining any copies, all tangible property, including but not limited to, all keys, records, data, communications, drawings, models, manuals, and all other documents, information or property, and all copies or reproductions thereof, produced by, or coming into possession, or through Employee's employment by HBC, that is considered Proprietary Information.

3. 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, or arising out of or relating to the Employer/Employee relationship, including termination, 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.

4. Publication. If at any time during or after Employee's term, their name or picture, is displayed in any public forum, including but not limited to blogs, websites, social media sites, all forms of digital expression, and any form of print material in which is in violation and/or breach of this Agreement, Employee write one letter to the publishing site to have their name, removed. If additional measures are necessary, Employee agrees to grant HBC the right to intercede on Employees behalf to have the name removed.

5. General Provisions.

5.1 Duration of Agreement and Employee's Employment with HBC. This Agreement shall be effective during the entire term of Employee's employment by HBC and shall remain in full force and effect following Employee's termination.

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

5.3 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, Employee hereto has executed this Agreement as of the date set forth above. By signing below, Employee confirms and acknowledges that Employees 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. Employee has read, understands, and agrees to the above terms and conditions of Employee's employment by HBC.

EMPLOYEE:

DATE:
