



NON-SOLICITATION/CONFIDENTIALITY AGREEMENT

This Agreement is entered into between International Orientation Resources, Inc. d/b/a/ IOR Global Services (the “Company”), an Illinois corporation, and the undersigned employee (hereinafter, “Employee”).

WHEREAS, Employee acknowledges, understands and agrees that: (i) the Company and its affiliates (collectively, the “Company”) are in the business of providing customized assistance to business entities, their employees and others engaged in international business and multicultural interactions , (ii) the Company has developed specialized expertise in the fields of cross-cultural training, expatriate management, destination services, language training, international relocation, global business management, intercultural assessment, consulting and coaching, and related services and (iii) the Company has developed and continues to develop, and used and continues to use, information not generally known outside of the industry or industries in which the Company is engaged; and

WHEREAS, Employee further acknowledges, understands and agrees that as a consequence of his/her relationship with the Company, and in the performance of his/her duties and responsibilities to the Company, he/she will be given access to confidential information constituting proprietary information and/or trade secrets, and that any unauthorized use or disclosure of same would be highly detrimental and damaging to the Company,

NOW THEREFORE, in consideration of newly established or continued employment (as the case may be), Employee agrees to the following terms and conditions with respect to Employee’s access to, use, development and treatment of confidential information belonging to the Company during his/her employment with the Company, and thereafter, as set forth below.

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement as if set forth specifically in the body hereof.
2. Confidential Information Defined. The term “Confidential Information” shall mean and refer to all proprietary information and/or trade secrets developed, devised, prepared, accumulated or otherwise belonging to the Company, including, but not limited to: (i) client lists, (ii) training and other manuals, (iii) proprietary software, (iv) internal processes used in connection with the provision of services by the Company, (v) office or other procedures related in any way to the planning and/or delivery of services by the Company, (vi) documents or information provided by a client in connection with the provision of services by the Company, (vii) information contained in any database operated or maintained by the Company, (viii) information in any way related, referring or pertaining to any employee of any client that has, will, or could receive services from the Company (for example, names, addresses, telephone numbers, descriptions of services provided, and any other personal information pertaining to any such employee), (ix) information in any way related to, referring or pertaining to work flow systems or procedures utilized by the Company, (x) information pertaining or relating to any format for, or content of, any program offered by the Company, and/or (xi) such other information pertaining in any way the Company and/or the services offered by the Company which Employee would not have access to but for his/her employment relationship with the Company.



3. Preservation, Non-Disclosure and Non-Use. Employee recognizes and acknowledges that the Confidential Information shall remain the property of the Company at all times. Employee covenants and agrees, (i) that except as required in the course of Employee's duties, he/she will never, directly or indirectly, during his/her employment or affiliation with the Company, or after termination of this Agreement, use, disseminate, disclose, copy, reproduce, make notes of, lecture on, or in any manner publish, for his/her own use or benefit, or for the use or benefit of any other person or entity, any Confidential Information, and (ii) to comply with any and all procedures the Company may establish, from time to time, to preserve its Confidential Information, and any tangible items containing or relating to Confidential Information, including, but not limited to, correspondence, manuals, memoranda, outlines and other documents, whether in hard-copy or electronic format.
4. Handling of Personally Identifiable Information. As a provider of relocation support services dealing with global employees around the world, employee agrees to adhere to IOR's protocol and policies in handling personally identifiable information (PII) per the Global Data Privacy Regulation and US Privacy Shield. Should the employee learn of any type of breach of privacy and data to any outside affiliate, employee agrees to notify IOR senior management or Human Resources representative immediately.
5. Return of Confidential Information. Upon termination of his/her employment, Employee agrees to deliver to the Company all documents in his/her possession belonging to the Company or which contain, refer or pertain to Confidential Information, regardless of whether such documents are originals, duplicates, written, printed, electronically stored, recorded, audio-taped, videotaped, or otherwise reproduced, and/or whether prepared by Employee or others.
6. Discoveries and Improvements. Employee will promptly disclose to the Company any improvements in or modifications to any Confidential Information which Employee may discover or develop. Employee further hereby assigns to the Company, free from any obligations to the Company, all right, title and interest which Employee may have in and to any discoveries, improvements, extensions or advancements made, conceived, devised, developed or perfected by Employee which arise from the Confidential Information.
7. Continuing Responsibility. Employee's obligations hereunder with respect to Confidential Information shall continue beyond the termination of Employee's relationship with the Company.
8. Non-Solicitation. Employee agrees that during the term of his/her employment with the Company, and continuing for a period of two years thereafter, Employee will not contact or solicit any actual or prospective client of the Company, or any employee of any actual or prospective client of the Company that has, will or could receive services from the Company, in connection with the provision of any services similar to those provided by the Company. For purposes of this Agreement: (i) actual client shall mean and refer to any current client of the Company as of the date of Employee's termination of employment, and (ii) prospective client mean and shall refer to any person or entity to, or for, whom the Company has presented a proposal for services, whether written or oral, or with whom the Company has begun negotiations for



the provision of services, within the twelve (12) months preceding Employee's termination of employment.

Employee further agrees that subsequent to the termination of his/her employment, he/she will not directly or indirectly, alone or in any capacity, for, with, or on behalf of another person or entity, solicit any employee of the Company for the purpose of employing such person, or to induce or attempt to induce any employee of the Company to cease such person's employment with the Company. For purposes of this Agreement, an employee of the Company shall mean and refer to any person who is employed by the Company on the date of Employee's termination of employment.

9. Remedies. Employee acknowledges, understands and agrees that a breach of any of Employee's representations, covenants or promises in this Agreement will irreparably and continually damage the Company in ways as to which money remedies may not be adequate; therefore, if Employee threatens or attempts to breach any of the terms of this Agreement, the Company may obtain such equitable relief as may be necessary to protect it against such breach, in addition to any and all other forms of relief, at law or in equity, to which the Company is entitled, including, but not limited to, the recovery of costs and reasonable attorneys' fees incurred by the Company in enforcing this Agreement.

10. Enforceability. If any provision of this Agreement is held by a court to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

11. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives and successors of the parties.

12. Applicable Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois without reference to principles of conflict of laws. Any judicial action commenced in any way related to this Agreement, including the enforcement, interpretation, or performance of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located in Cook County, Illinois. The parties hereby waive and relinquish a right to a trial by jury.



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Acknowledged and agreed to:

INTERNATIONAL ORIENTATION RESOURCES, INC.

By

Kendra Mirasol - President

Accepted and agreed this date: _____

EMPLOYEE

Signature

Print Name