



CONFIDENTIALITY AND RESTRICTION AGREEMENT

Purdue University Global, Inc. (“Purdue Global”) is engaged in the highly competitive business of providing students with a broad range of educational services and distributing educational materials. As part of your employment, you may have access to Purdue Global’s confidential information, learn a great deal about the Purdue Global’s methods of business, and may create intellectual property for Purdue Global. This Agreement governs your conduct in the area of confidentiality, competition, and the creation of intellectual property. Please read this Agreement carefully and sign below to indicate your agreement to its terms.

I. Confidentiality

In the course of your employment, you may be granted access to, or become acquainted with Purdue Global’s Confidential Information. When we say “Purdue Global Confidential Information,” we mean any non-public information about Purdue Global you may receive, including, without limitation, Purdue Global’s trade secret information, course materials, methods of instruction, research reports, marketing programs, vendors, customers, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, non-literal elements, capabilities and functionality, source code and object code, research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices, computer software programs and other information licensed or otherwise, and any other non-public information that does or may have economic value. Purdue Global Confidential Information does not and shall never be deemed to include any information that is made or otherwise becomes public through no fault of yours.

You agree that you shall not disclose Purdue Global Confidential Information to anyone who is not specifically authorized to receive it, which may include other employees within Purdue Global, and that you will use Purdue Global’s Confidential Information only for the purposes for which it was given to you. You shall treat Purdue Global’s Confidential Information as strictly confidential and shall use the utmost care to prevent disclosure of Purdue Global Confidential Information. In addition, if your employment with Purdue Global is terminated for any reason, you agree that you shall not disclose or use any of the Purdue Global Confidential Information or portions of it and that you shall return all Purdue Global Confidential Information in your possession to Purdue Global.

Notwithstanding the foregoing non-disclosure obligations, and in accordance with the Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. You shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If you file a lawsuit alleging that Purdue Global has retaliated against you for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, provided that you file under seal any document containing the trade secret and do not disclose the trade secret, except pursuant to court order.

II. Restriction on Post-Employment Activities

You acknowledge that Purdue Global has a substantial, legitimate and continuing interest in the protection of its business relationships with others, including, without limitation, current and prospective employees, consultants, advisors, clients, customers, vendors, suppliers, partners or joint venturers and financing sources, and in the protection of such interest has invested substantial sums, time and effort and will continue to invest substantial sums, time and effort to develop, maintain and protect such interest. You further acknowledge that Purdue Global would not have employed you but for the agreements, restrictions and covenants made by you contained herein. Accordingly, you covenant and agree that during the

term of your employment, and for the one-year period following the termination of your employment, regardless of the reason you terminate from employment (the “Restricted Period”), you agree not to engage in any of the following activities, either directly or indirectly (individually, or through or on behalf of another entity as owner, partner, agent, employee, consultant, or in any other capacity):

- i. *Non-Solicitation of Employees* – During the Restricted Period, you will not solicit, encourage, or engage in any activity, directly or indirectly (individually, or through or on behalf of another entity as owner, partner, agent, employee, consultant or in any other capacity), intended to induce any employee of Purdue Global known by you to possess any Purdue Global Confidential Information to terminate their employment with Purdue Global or to become employed by, or to enter into a business relationship with any competitive business. For purposes of this Agreement, the term “employee” includes any individual who is an employee of or a consultant to Purdue Global during the 12-month period prior to your date of termination;
- ii. *Non-Solicitation of Customers* – During the Restricted Period, you will not, directly or indirectly (individually, or through or on behalf of another entity as owner, partner, agent, employee, consultant or in any other capacity), knowingly influence or attempt to influence any customers of Purdue Global with whom you possess Purdue Global Confidential Information and had material contact during the one-year period preceding the date of your termination of employment with Purdue Global to divert their business to any competitive business or in any way interfere with the relationship between any such customer and Purdue Global (including, without limitation, making any negative statements or communications about Purdue Global). “Customers” refers to any third-party vendors and/or entities through which you may engaged or communicate with on behalf of Purdue Global for purposes of obtaining or engaging in business. For the purposes of this provision, “material contact” shall mean interaction which takes place in an effort to initiate a business relationship or to continue and/or expand the relationships and/or services between Purdue Global and its current and former customers by using Purdue Global Confidential Information. The prohibition contained in this provision shall apply only to actual or attempted solicitation for the purpose of marketing or selling products or services which compete, directly or indirectly, with those products or services offered by Purdue Global at the termination of your employment
- iii. *Equitable Tolling* – The terms contained in Paragraph (i) - (ii) above shall be tolled and extended by one month for each month or portion of each month during which you are in violation of any covenant. If Purdue Global initiates legal action to enforce the restrictions and obtains an injunction against you, then the appropriate term will begin to run on the date that the injunction is entered.
- iv. *Severability of Covenants/Blue Penciling* – You acknowledge and agree that the covenants herein are necessary for the protection of Purdue Global’s legitimate interests, are reasonable and valid in duration and geographical scope, and in all other respects. If any court of competent jurisdiction determines that any of the covenants or any part thereof, is invalid or unenforceable, the remainder of the covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If any court of competent jurisdiction determines that any of the covenants, or any part thereof, is unenforceable because of the duration or geographical scope of such provision, such court shall have the power to reduce the duration or geographical scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable and shall be enforced. Should, however, a court of competent jurisdiction deem any covenant to be impermissibly over-broad, it is the desire and intention of the parties that the covenant be enforced to the greatest extent deemed to be enforceable.

You and Purdue Global agree that it is the intention of the parties that the restrictions in this Agreement should be enforceable to the maximum extent possible under applicable law and that such provisions should be reformed to make it enforceable in accordance with the intent of the parties.

III. Intellectual Property Rights

In the course of your employment, you may be asked by Purdue Global to create written, graphic, audiovisual, audio, visual or other works for purposes of education delivery at Purdue Global (“Work Product”). Any such Work Product or other intellectual property that arises in any part in the course of your employment at Purdue Global is commissioned and owned by Purdue Global as a work-for-hire and may not be used, duplicated or distributed outside of Purdue Global, except as follows: (1) Purdue Global waives its employer right to own your copyright to a work that is not part of education delivery at Purdue Global or Purdue University, and (2) Purdue Global waives its employer right to own your copyright to a work that you have authored primarily to express and preserve scholarship as evidence of academic advancement or academic accomplishment, including scholarly publications, journal articles, research bulletins, monographs, books, plays, poems, musical compositions and other works of artistic imagination.

Notwithstanding anything in the foregoing to the contrary, for any work that is not owned by Purdue Global as a work-for-hire, Purdue Global retains a perpetual nonexclusive, royalty-free license to use, duplicate and distribute all such copyrightable works for all research and educational purposes of Purdue Global and Purdue University. For the sake of clarity, this license does not cover any copyrightable works that you generate as a Purdue Global employee solely in the course of an outside activity without the use of Purdue Global resources or pre-existing Purdue Global intellectual property. For this purpose, an “outside activity” is any activity that occurs entirely outside of your Purdue Global employment and entirely without use of Purdue Global resources (including but not limited to funds, facilities, equipment or personnel).

You represent and warrant to Purdue Global that the Work Product you produce is original, is not in the public domain and does not infringe on the intellectual property rights of any third party, including the rights of privacy and publicity, and shall not contain any matter that is libelous, slanderous or otherwise unlawful or actionable.

In addition, if you use any ideas, processes, designs, methods, and know-how that you possessed prior to your employment at Purdue Global, you represent and warrant that you have the right to make such disclosures and use without liability to others. You agree that you will not disclose to Purdue Global or use on Purdue Global’s behalf, any confidential information belonging to any of your previous employers, you represent that you do not have in your possession any confidential documents or materials that belong to any of your previous employers, and you agree that you will not bring or cause to be brought to the premises of Purdue Global any materials or documents of any previous employers.

IV. Injunctive Relief

You acknowledge that a violation of the provisions of this Agreement would cause Purdue Global irreparable harm that would not be adequately compensated by monetary damages. In addition to other relief, you agree that Purdue Global could seek preliminary and permanent injunctive relief without the necessity of posting bond to prevent any actual or threatened violation of such provisions and hereby expressly waive any demand that Purdue Global should be required to post a bond in any legal proceeding relating to this Agreement.

V. Not a Contract of Employment

In consideration of being hired by Purdue Global and being given access to Purdue Global Confidential Information, you agree to be bound by the rules and regulations of Purdue Global, including but not limited to, the provisions of this Agreement. In addition, you understand and agree that there is no contract of employment between Purdue Global and you, and that both Purdue Global and you remain free to terminate your employment relationship at any time.

VI. General Provisions

Interpretation – In interpreting or construing this Agreement, neither party shall have any term or provision construed against the other party solely by reason of such party having drafted the Agreement.

Time of the Essence – Time is of the essence in this Agreement.

Attorney Fees – Except as otherwise may be provided in this Agreement, in the event of any disputes between you and Purdue Global arising out of the Agreement, the prevailing party shall be allowed actual attorney fees and costs incurred in any negotiation, arbitration, mediation, litigation, or any appeal.

Acknowledgment of Independent Advice – You acknowledge that you have read all of the provisions of the foregoing Agreement, understand them, have sought or had an opportunity to seek independent advice regarding the legal effect of the provisions herein, and agree to be bound by said provisions.

Construction – If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. You acknowledge and agree that the covenants herein are necessary for Purdue Global’s protection of its legitimate interests, are reasonable and valid in duration and geographical scope, and in all other respects. If any court of competent jurisdiction determines that any of the covenants or any part thereof, is invalid or unenforceable, the remainder of the covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. Should, however, a court of competent jurisdiction deem any covenant to be impermissibly over-broad, it is the desire and intention of the parties that the covenant be enforced to the greatest extent deemed to be enforceable.

Primary residence and work location – You agree and represent that you do not primarily live and work in California.

Governing Law – You agree that this Agreement will be construed, interpreted and applied in accordance with the law of the State of Indiana, exclusive of choice of law principles and specifically consent and agree that any action brought seeking to enforce its provisions or interpret its meaning shall be brought in Tippecanoe County, Indiana. TO THE FULLEST EXTENT POSSIBLE AND PERMITTED BY LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND BROUGHT IN CONNECTION WITH THIS AGREEMENT.

I agree to the provisions of this Agreement.

Signature: {{Sig1_es_:signer1:signature}}

Date: {{Sig1_es_:signer1:date}}