

## **CONFIDENTIALITY & RISK MANAGEMENT AGREEMENT**

This Confidentiality & Risk Management Agreement ("AGREEMENT") constitutes one of the material terms and considerations for the agreement by **The Trust at 5970 Ramirez Canyon Rd.** ("Family"), to employ me and my company, \_\_\_\_\_ ("COMPANY/INDIVIDUAL"), as \_\_\_\_\_ for **5970 Ramirez Canyon Rd. Malibu, CA – Property.**

1. I understand that the Family possesses CONFIDENTIAL INFORMATION, which is important to their business, to the family and to family privacy and security. For purposes of this AGREEMENT, CONFIDENTIAL INFORMATION is any and all information, whether contained in verbal or written communication, not generally known to the public, including the salaries, duties, qualifications, performance levels, and terms of compensation of the Family's employees; cost or other financial data concerning the Family and its activities generally; and information of a personal nature about the Family that I learn through observation made possible only due to my employment with the family. I understand that my employment creates a relationship of confidence and trust between me and the Family with regard to all such CONFIDENTIAL INFORMATION.
2. I understand that the Family possesses CONFIDENTIAL DOCUMENTS, which are important to their business, to the family and to family privacy and security. For the purposes of the AGREEMENT, CONFIDENTIAL DOCUMENTS are all documents or other media that contain CONFIDENTIAL INFORMATION or any other information concerning the family, or the family's business affairs. CONFIDENTIAL DOCUMENTS include, but are not limited to, photographs, notes, notebooks, lists, computer disks, tapes or printout, sound recordings and other printed, typewritten or handwritten documents or notes, whether such documents have been prepared by me or by another.
3. In consideration of my employment with the Family, I hereby agree as follows:
  - a. ALL CONFIDENTIAL INFORMATION is the sole property of the Family. At all times, both during my employment with the Family and after its termination, I will keep in confidence and trust and will not use or disclose to anyone, including but not limited to the press, suppliers, or others doing business with the Family, any CONFIDENTIAL INFORMATION or anything relating to it, except as I am required to do in connection with the performance of my duties, by legal process or court order. If I am compelled by legal process or court order to disclose any CONFIDENTIAL INFORMATION, I agree to advise the Family in writing before disclosing any CONFIDENTIAL INFORMATION, if possible.
  - b. ALL CONFIDENTIAL DOCUMENTS shall be the sole property of the Family. I agree that during my employment with the Family, I will not remove any Confidential Documents from the premises of the family, including the house or office, or deliver any CONFIDENTIAL DOCUMENTS to any person or entity outside the Family. I further agree that, immediately upon the termination of my employment by me or by the Family for any reason, or during my employment if so requested by the Family, I will return all CONFIDENTIAL DOCUMENTS, apparatus, equipment and other physical property, or any reproduction of such property.

- c. I represent that my performance of all the terms of the AGREEMENT will not breach any agreement to keep in confidence confidential information acquired by me in confidence or in trust prior to my employment with the Family. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Family.
4. I agree that my employment is not for any specified period of time and that the Family has the right to terminate my services, with or without notice, at any time, with or without cause. I understand that I may leave my employment with the Family, with or, without notice, at any time, with or without cause. Neither this AGREEMENT nor any part hereof shall be construed to alter or modify the at-will relationship, which the Family maintains with me. The at-will employment relationship between the Family and me can only be altered in a written document expressly so providing and signed by me and the Family.
5. I agree that my obligations set forth in this AGREEMENT shall continue in effect after the termination of my services, regardless of the reason or reasons therefore and whether such termination is voluntary or involuntary on my part, and that the Family are entitled to communicate my obligations under this AGREEMENT to future employers or any potential employer of mine.
6. I agree that any dispute in meaning, effect or validity of the AGREEMENT shall be resolved in accordance with the laws of the State of without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of the AGREEMENT are held to be unenforceable under applicable California law, such provision(s) shall be excluded from this AGREEMENT and the balance of the AGREEMENT shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
7. This AGREEMENT shall be in effect as of the date I sign it and shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Family, their successors and assigns.
8. This AGREEMENT can only be modified by a subsequent written agreement executed by the Family.
9. This AGREEMENT sets forth the complete and final AGREEMENT between me and the Family regarding the terms of my employment as set forth herein.
10. COMPANY/INDIVIDUAL will provide FAMILY with an active certificate of property and casualty insurance coverage and evidence of workers compensation coverage a minimum of 24 hours in advance of commencing work. It is expressly understood that this is a material term of this Agreement and failure of COMPANY to maintain proper insurance and/or provide evidence of adequate coverage will result in breach of AGREEMENT and negate any obligations of FAMILY towards COMPANY.
11. **COMPANY/INDIVIDUAL WILL NOT SHARE ANY & ALL INFORMATION AND DOCUMENTS PERTAINING TO "5970 RAMIREZ CANYON RD. - PROPERTY" WITHOUT WRITTEN PERMISSION FROM "THE TRUST AT 5970 RAMIREZ CANYON ROAD".**
12. **I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND VOLUNTARILY ACCEPT AND AGREE TO THE OBLIGATIONS WHICH IT IMPOSES UPON ME AND COMPANY WITHOUT RESERVATION.**

\_\_\_\_\_  
*Individual Name*

\_\_\_\_\_  
 Date

on behalf of \_\_\_\_\_

*Company*