



Arkansas Cotton Growers, Inc Confidentiality and Non-Disclosure Agreement

In consideration of my employment, or continuing employment, with the Arkansas Cotton Growers, Inc., doing business as the Arkansas Boll Weevil Eradication Foundation ("the Foundation") I, _____, agree and acknowledge:

1. That during the course of my employment, the Foundation may disclose to me trade secrets, proprietary information, or confidential information ("Confidential Information") of the Foundation.
2. That the Confidential Information may include, but is not limited to:
 - a) Technical information, for example: methods, processes, formulae, composition, systems, techniques, computer programs, or research projects.
 - b) Foundation information, for example: books and records relating to operation, finance, accounting, sales, personnel, employee compensation and management.
 - c) Producer information, for example: any producer information that an employee of the Foundation may come in contact with or be given, including, but not limited to, any producer information covered by or considered as confidential or private under any state or federal law.
3. That during employment with the Foundation, I will take adequate measures to ensure that Confidential Information that I am exposed to as a result of my employment with the Foundation is not disclosed to any person or entity who does not have a business need to know the information.
4. That during or after my employment with the Foundation, I will not use any Confidential Information for myself or others, unless the use is directly connected to the Foundation's business and I will not disclose or divulge any Confidential Information to anyone who does not have a business need (as used here, "business" means the Foundation's business), for the information.
5. That there are federal and state laws and claims that protect trade secrets, proprietary information, and confidential information and some of those laws and claims are identified below:
 - a) The Computer Fraud and Abuse Act, 18 USCA § 1030 et seq.;
 - b) The Electronic Espionage Act, 18 USCA § 1831 et seq.;
 - c) The Arkansas Trade Secrets Act, Ark. Code Ann. § 4-75-601 et seq.;
 - d) The Arkansas Deceptive Trade Practices, Ark, Code Ann. § 4-88-101 et seq.;
 - e) Unlawful Acts Regarding Computers, Ark. Code Ann. § 5-41-202, Act 1496 of 2001, §2;
 - f) Computer Trespass, Ark. Code Ann. § 5-41-104, Act 908 of 1987, § 4;
 - g) Computer Password Disclosure, Ark. Code Ann. § 5-41-206, Act 1496 of 2001, § 2;
 - h) Computer Fraud, Ark. Code Ann. § 5-41-103, Act 908 of 1987, § 3
 - i) Breach of the Duty of Loyalty
 - j) Trespass;
 - k) Unfair Competition;
 - l) Unjust Enrichment;
 - m) Misappropriation of a Trade Secret
 - n) Conspiracy; and
 - o) Interference with a Contractual Relationship.

6. That when my employment with the Foundation ends: a) I will immediately return to the Foundation all Confidential Information, documents (in whatever form), and property of the Foundation, including but not necessarily limited to: drawings,

blueprints, reports, manuals, correspondence, customer lists, renewal dates, computer programs, and all other materials relating in any way to the Foundation's business, or that I obtained during the course of employment with the Foundation. I further agree that I will not retain copies, notes, or abstracts of the described items. b) The Foundation may notify any future or prospective employer or third party of the existence of this Agreement, and the Foundation shall be entitled to full injunctive relief for any breach or potential breach of this Agreement, without the necessity of showing irreparable harm or an adequate remedy at law. c) This Agreement shall bind me and my personal representatives (if any) and successor in interest, and shall inure to the benefit of the Foundation, its successors and assigns.

Signed this _____ day of _____, 20_____.

Foundation Rep.

Employee (Signature)

Employee (Printed)