



**AGREEMENT WITH RESPECT TO EMPLOYMENT  
CONFIDENTIAL INFORMATION AND CONFLICT OF INTEREST**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Operation HOPE Inc., or its subsidiaries (Operation HOPE Financial Centers) and the undersigned ("Employee").

**RECITALS**

- A. "Employee" is employed by Operation HOPE Inc. and/or one of its subsidiaries in a position of trust which provides "Employee" with access to certain confidential information and materials as described herein and which requires the avoidance of any appearance of impropriety or conflict of interest; and
- B. The confidential information and materials constitute extremely valuable information to Operation HOPE Inc. and/or one of its subsidiaries; and
- C. The parties hereto wish to set forth their understanding with respect to such confidential information and materials, conflict of interest, and with respect to the employment relationship.

**AGREEMENTS**

In consideration of "Employee's" present and /or continued employment by Operation HOPE Inc. and/or one of its subsidiaries "Employee's" access to the confidential information and materials, the remuneration now and hereafter paid to "Employee", and other good and valuable consideration, the parties hereto agree as follows:

**Confidential Information and Materials.** As used herein, the term "confidential information and materials" refers to all information belonging to, used by or in the possession of suppliers, technology, programs, costs, employee compensation and other personnel data, marketing plans, developmental plans computer programs, computer systems, inventions, developments, and trade secrets of every kind and character.

**Ownership.** "Employee" hereby acknowledges that all of the confidential information and materials are and shall continue to be the exclusive proprietary property of Operation HOPE, Inc. and/or one of its subsidiaries, whether or not prepared in whole or in part by "Employee" and whether or not disclosed to or entrusted to the custody of "Employee". "Employee" further hereby acknowledges that all confidential information and materials (to which "Employee" has had access of which he or she has learned during his or her employment or to which he or she shall hereafter have access or which he or she shall hereafter learn), have been disclosed to him or her solely by virtue of his or her employment with Operation HOPE Inc. and/or one of its subsidiaries and solely for the purpose of assisting him or her in performing his or her duties for Operation HOPE Inc. and/ or one of its subsidiaries.

**Non-disclosure and Non-use.** "Employee" hereby agrees that he or she will not, either during the course of his employment with Operation HOPE Inc. or at any time thereafter, disclose any confidential information or materials of Operation HOPE Inc. and/or one of its subsidiaries in whole or in part, to any person or entity, for any reason or purpose whatsoever, unless Operation HOPE Inc. shall have given its written consent to disclosure.

"Employee" further agrees that "Employee" shall not either during the course of his or her employment with Operation HOPE Inc. and/or one of its subsidiaries or at any time thereafter, use in any manner other than for and in own purposes or for the benefit of any other person or entity except Operation HOPE Inc. and/or one of its subsidiaries whether such use consists of the duplication, removal, oral use or disclosure or the transfer of any unauthorized use in whatever manner, unless Operation HOPE Inc. shall have given its prior written consent to such use.

**New Developments.** "Employee" hereby further agrees that during the course of his or her employment, he or she will promptly disclose to Operation HOPE Inc. and/or one of its subsidiaries all improvements inventions, developments, discoveries, innovations, systems that would be of assistance to Operation HOPE Inc., whether or not patentable or copyrightable, relating to, or pertaining to in any manner, the business of Operation HOPE Inc. and/or one of its subsidiaries, and made or conceived by "Employee", or alone or with others, which are employed by Operation HOPE Inc. (collectively referred to hereinafter as the ("New Developments")). "Employee" further agrees that all New Developments shall be and remain the sole and exclusive property of Operation HOPE Inc. and that he or she shall, upon the request of Operation HOPE Inc., and without further compensation, do all lawful things reasonably necessary to ensure Operation HOPE Inc. ownership of such New Developments including without limitation to the execution of any necessary documents assigning and transferring to Operation HOPE Inc. and its assigns all of "Employee's" rights, title and interest in and to such New Developments, and the rendering of assistance in execution of all necessary documents required to enable Operation HOPE Inc. to file and obtain patents or copyrights in the United States and foreign country views on any of such New Developments.

**Exclusions.** "Employee" hereby acknowledges and represents that he or she has listed all improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas processes and programs relating to any developments, services or products of, or pertaining to the business of Operation HOPE Inc. and/or one of its subsidiaries, that were owned or controlled by him or her at the time of entering his employment with Operation HOPE Inc. and which shall be excluded from this Agreement, and such list is attached as Exhibit "A" to this agreement.

**Conflict of Interest.** "Employee" is engaged by Operation HOPE, Inc. on a full time or part-time basis and shall not, without the express written prior consent of Operation HOPE, Inc. be engaged in any other business or enterprise at any time while "Employee" is employed by Operation HOPE. "Employee" shall not accept anything of value (other than business meals or customary seasonal gifts of a value of less than \$25.00) from any enterprise or agent of any enterprise with which Operation HOPE does business. Further, employee shall not be the owner, directly or indirectly (other than as a shareholder of less than one-tenth of one percent (0.1%) of the issued and outstanding shares of a publicly held company), of any enterprise, which competes, with any business in which Operation HOPE, Inc. or any of its subsidiaries is engaged.

**Surrender of Material Upon Termination.** "Employee" hereby agrees that, upon termination of his or her employment, for whatever reason and whether voluntary or involuntary, or at any time at the request of Operation HOPE, Inc. he or she will immediately surrender to Operation HOPE all of the property and other things of value in his or her possession, or in the possession of any person or entity under his or her control, including without limitation all personal notes, drawings, manuals, documents, photographs or the like, and copies thereof, relating directly or indirectly to any confidential information or materials or New Developments, or relating directly or indirectly to the business of Operations HOPE, Inc. and/or one of its subsidiaries.



**Solicitations of Employment.** Upon termination of his or her employment, employee hereby agrees not to induce or attempt to induce any person whom, at the time of termination of employee's employment, was an officer, director, employee, principal or agent of Operation HOPE, Inc. and/or one of its subsidiaries, to leave his or her employment, agency, directorship or office with Operation HOPE. Inc.

**Remedies.** "Employee" hereby acknowledges and agrees that the services rendered by "Employee" to Operation HOPE Inc., and the information disclosed to "Employee" during and by virtue of his other employment, are of a special, unique and extraordinary character, and the breach of any provision of the Agreement will cause Operation HOPE Inc. irreparable injury and damage, and consequently Operation HOPE Inc. shall be entitled, in addition to all other remedies available to it, to injunctive, and equitable relief to prevent a breach of this agreement, or any part of it, and to secure the enforcement of this agreement.

**Lei: al Construction.** In case any one or more of the provisions of this agreement is held to be invalid, illegal or unenforceable it shall not affect any other provision herein and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Governing: Law.** This agreement shall be construed and enforced in accordance with the laws of the State of California.

**Term of Employment.** In the view of the nature of the employment involved, both parties agree that the employment relationship between employee and Operation HOPE, Inc. and/or one of its subsidiaries may be terminated by either party upon the giving of notice to the other.

**Attorney Fees.** In the event either party to this agreement brings litigation for the enforcement of this agreement, the prevailing party in such litigation shall be entitled to recover his, her or its attorneys; fees from the non-prevailing party.

**Modification of Agreement.** It is agreed that this agreement may be modified only by an express agreement between employee and Chief Executive Officer of Operation HOPE, and that any such modification must be in writing and signed.

Operation HOPE, Inc., further adopts the conflict of interest policy of the Federal Small Business Administration.

**Section 2701.112 Conflict of Interest.**

The following conflict of interest policies apply to all SBA awards of financial assistance:

Where an employee or contractor of a non-Federal entity providing assistance under a SBA award also provides services in exchange for pay in her or his private capacity, that employee or contractor may not accept as a client for her or his private services any individual or firm she or he assists under a SBA award.



No non-Federal entity providing assistance under a SBA award (not any subrecipient, employee, or contractor of such an entity) may give preferential treatment to any client referred to it by an organization with which it has a financial, business or other relationship.

Except where otherwise provided by the law, no non-Federal entity may seek or accept an equity stake in any firm it assists under the auspices of a SBA award. Additionally, no principal, officer, employee, or contractor of such an entity (nor any of their Close or Secondary Relatives as those terms are defined by 13 CFR 108.50) may seek or accept an equity stake or paid position in any firm the entity assists under a SBA award.

My signature below is acknowledgement, that I have read and received Operation HOPE, Inc. and/or one of its subsidiaries Confidential and Conflict of Interest agreements and I agree to abide by them:

\_\_\_\_\_  
Operation HOPE Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name