

EXECUTIVE OFFICER PAYROLL CONFIDENTIALITY COVENANT

This Executive Officer Payroll Confidentiality Covenant (the "Covenant") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Company: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Company"), and

Executive: _____, residing at _____ (hereinafter referred to as the "Executive").

RECITALS

WHEREAS, the Executive serves as an executive officer of the Company and, in the course of performing their official duties, will have access to, receive, or otherwise become acquainted with highly sensitive, non-public, and confidential payroll, compensation, benefits, equity, and financial information concerning the Company's executive officers, employees, consultants, and board members;

WHEREAS, the unauthorized disclosure or use of such executive payroll and compensation information would cause irreparable harm to the Company's competitive position, employee relations, executive retention, and operational integrity; and

WHEREAS, to protect this sensitive information, the Company requires, and the Executive agrees to adhere to, the strict confidentiality standards set forth herein as a condition of their continued executive service and access to such information.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITION OF EXECUTIVE PAYROLL INFORMATION

For purposes of this Covenant, "Executive Payroll Information" shall include any and all non-public, sensitive, or proprietary information related to compensation structures, which includes, but is not limited to:

- a. Base salaries, hourly rates, bonuses, commissions, and incentive-based compensation details of any current, former, or prospective executive officer or employee of the Company;
- b. Equity-based compensation, including stock options, restricted stock units (RSUs), performance shares, and vesting schedules;
- c. Deferred compensation plans, retirement benefits, supplemental executive retirement plans (SERPs), and perquisites;
- d. Severance packages, change-of-control provisions, and employment agreements;
- e. Tax withholding information, bank account details for direct deposit, and personal identifying information (PII) linked to payroll records; and
- f. Internal discussions, board minutes, compensation committee materials, and financial models relating to executive compensation planning or determination.

2. OBLIGATION OF CONFIDENTIALITY

The Executive hereby covenants and agrees to hold all Executive Payroll Information in the strictest confidence. Specifically, the Executive shall:

- a. Not disclose, publish, reveal, or otherwise make available any Executive Payroll Information, in whole or in part, to any third party, including other employees of the Company who do not have an authorized, business-related "need to know" such information;
- b. Use Executive Payroll Information solely for the performance of the Executive's authorized duties on behalf of the Company, and for no other personal, commercial, or unauthorized purpose;

- c. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent unauthorized access, loss, or theft of Executive Payroll Information; and
- d. Immediately notify the Company's Chief Legal Officer or Board of Directors upon becoming aware of any unauthorized disclosure, access, or use of Executive Payroll Information.

3. PERMITTED DISCLOSURES

The Executive shall not be in breach of this Covenant for disclosing Executive Payroll Information that:

- a. Is or becomes publicly known through no wrongful act or omission of the Executive;
- b. Is approved for release by prior written authorization of the Board of Directors or an authorized committee thereof; or
- c. Is required to be disclosed by law, regulation, court order, or governmental authority, provided that the Executive gives the Company prompt written notice of such requirement (to the extent legally permissible) so that the Company may seek a protective order or other appropriate remedy.

4. TERM AND SURVIVAL

The obligations of confidentiality, non-use, and non-disclosure set forth in this Covenant shall commence on the Effective Date and shall survive the termination of the Executive's employment or association with the Company for a period of _____ years, or for as long as the information remains confidential under applicable law, whichever period is longer.

5. REMEDIES FOR BREACH

The Executive acknowledges that any breach of this Covenant would cause the Company irreparable harm for which monetary damages alone would be inadequate. Consequently, in the event of a breach or threatened breach of this Covenant, the Company shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies in any court of competent jurisdiction, without the necessity of posting a bond, in addition to any monetary damages and legal remedies available under the law.

6. GOVERNING LAW AND SEVERABILITY

This Covenant shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles. If any provision of this Covenant is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

7. ENTIRE AGREEMENT

This Covenant constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, negotiations, or agreements, whether oral or written, regarding the confidentiality of executive payroll information.

IN WITNESS WHEREOF, the parties hereto have executed this Executive Officer Payroll Confidentiality Covenant as of the Effective Date written above.

THE COMPANY:

By: _____

Name: _____

Title: _____

Date: _____

THE EXECUTIVE:

Signature

Name: _____

Title: _____

Date: _____