

CONFIDENTIALITY AND LOYALTY AGREEMENT

THIS CONFIDENTIALITY AND LOYALTY AGREEMENT ("Agreement") is entered into between _____ (the "Employee") and CROSSMARK Canada, Inc. ("CROSSMARK" or "Company") as a condition of Employee's employment, or continued employment, with CROSSMARK. As used herein, "**Affiliates**" shall refer to CROSSMARK Holdings, Inc. and all current and future subsidiaries of CROSSMARK Holdings, Inc. and all other entities that CROSSMARK Holdings, Inc. or one of its subsidiaries, directly or indirectly, owns a controlling interest in, owns twenty percent (20%) or more of the voting shares of, or is connected to through a common parent or controlling interest holder, now or in the future.

1. **Trade Secrets And Confidential Information.** Employee acknowledges that the Company and/or its Affiliates will provide Employee with access to Trade Secrets, Confidential Information and proprietary documents applicable to Employee's position. "**Trade Secrets**" are information of special value, not generally known to the public or competitors, that the Company and/or its Affiliates have taken steps to maintain as secret from persons other than those selected by them. "**Confidential Information**" is information acquired by Employee in the course and scope of his or her activities for Company or its Affiliates that is designated or marked by Company or its Affiliates as "confidential" or that Company or its Affiliates indicate through policies, procedures, or other instructions should not be disclosed to anyone outside Company or its Affiliates except through controlled means. Regardless of the affect on trade secret status, the controlled and limited disclosure of Confidential Information to business associates and third parties for legitimate business purposes and the availability of the Confidential Information to others outside Company through independent investigation and effort will not remove it from protected status as Confidential Information under this Agreement if Employee was first entrusted with the Confidential Information while employed with Company or its Affiliates or a business acquired by Company or its Affiliates. Without limitation, some examples of protected Confidential Information and/or Trade Secrets under this Agreement are business systems, sales planning and execution processes (including, without limitation, TrakSuites, including SalesTrak, and any other proprietary processes and products developed by the Company and its subsidiaries and Affiliates), proprietary software of Company (including, without limitation, third party software licensed to or customized for Company's use), the information-gathering techniques and processes of Company and its Affiliates, internally created client lists and associated sales data and pricing arrangements, and the Company's strategic plans, financial and personnel records. All customer lists, compilations of names and contact information regarding customers and prospective customers maintained, used, or provided to Employee in the course of his or her employment with Company or its Affiliates will be considered the exclusive property of the Company and/or the Affiliate related to it and will not be copied, used for the benefit of another person or entity, or provided to another person or entity, without the written consent of the Company or applicable Affiliate. A protected item may be both a Trade Secret and Confidential Information, but need not be both to be protected under this Agreement. All Trade Secrets and Confidential Information are considered property of the Company and/or its Affiliates.

Employee agrees not to use Confidential Information or Trade Secrets (collectively "Proprietary Information") for the benefit of a competing person or entity, not to use Proprietary Information to divert business away from Company or its Affiliates, not to disclose Proprietary Information to unauthorized third parties, and not to use Proprietary Information in any way that is likely to cause harm to the Company or its Affiliates or damage the value of this information to Company or its Affiliates. **Information or material that is intentionally made public by the Company or authorized for general public disclosure is not covered by this Agreement.**

2. **Handling of Covered Items.** All documents, discs, and recordings of any kind containing information and material covered by Paragraph 1 shall remain the exclusive property of the Company and/or its Affiliates, and shall not be removed by Employee from the premises of the Company without the prior consent of the Company or its Affiliates. If removed from the Company premises by consent, such information and material will only be used by Employee for the benefit of the Company and its Affiliates in the ordinary course of business activities for the Company and its Affiliates. All documents, recordings and information covered by Paragraph 1 are, and shall continue to be, the property of the Company and its Affiliates, and shall, together with all copies thereof, be returned to the Company immediately upon the termination of the Employee's employment with the Company or earlier if so requested.

3. **Employee's Duty of Loyalty.** Employee agrees to avoid activities that create a conflict of interest with the Company or its Affiliates. Employee agrees that during employment with the Company, Employee will remain loyal

to the Company and its Affiliates and will not pursue, participate in, assist, or take any action designed to aid a person or entity engaging in, any business that competes with the Company or its Affiliates without express written approval from Company to do so. And, Employee agrees that he/she will not, without written authorization from the Company, divert business to a competing company, disparage the Company or its Affiliates to any third party, or knowingly withhold information from the Company regarding a valuable business opportunity.

4. **Interference with Employment Relationships.** During employment and for twelve (12) complete calendar months thereafter, Employee will not participate, directly or indirectly, in soliciting or hiring away any employees or exclusive independent contractors of Company or its Affiliates, or encourage or induce any such individuals to terminate their relationship with the Company or its Affiliates, unless expressly authorized in writing by Company to do so.

5. **Advance Notice and Resolution Conference Requirement.** Employee and Company agree that there is a substantial likelihood that if Employee went to work for a competing business that this competing work would inevitably involve some use or disclosure of Proprietary Information that would cause Company or its Affiliates irreparable harm. Accordingly, before going to work for a competing business, Employee will give Company 15 working days advance notice and a complete description of his/her duties in this new position. Employee will meet with a Company representative and a neutral mediator (if the Company elects to retain one at its expense) to address any disputes between them if requested by Company. Company need not make such a request to preserve its rights. A failure to comply with the foregoing by Employee will justify (a) an injunction barring Employee from going forward with active employment with the competing business until such time as any requested conference can be held, or for such longer time as the Court or arbitrator may deem necessary, and (b) an award against Employee of attorney’s fees and costs incurred by Company in having to secure such injunction. The parties agree that this paragraph is designed, in part, to avoid the irreparable damage caused by Employee surreptitiously going to work for a competing business, and the often unnecessary legal costs incurred by the parties when such behavior occurs.

6. **Remedies.** In the event of breach or threatened breach by Employee of any provision of this Agreement, the Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, or permanent injunction, (ii) recovery of all attorney's fees and costs incurred by the Company in obtaining such relief, and (iii) any other legal and equitable relief to which it may be entitled, including any and all monetary damages which the Company may incur as a result of said breach or threatened breach or violation.

7. **Miscellaneous.** All rights and privileges of the Company created by this Agreement may be assigned by the Company, and in the event the Company should merge into another entity, transfer its assets to another entity, or divide its assets among a number of other entities, this Agreement shall continue in full force and effect with regard to the surviving entity. This Agreement is binding on Employee’s heirs, executors, and assigns. If any provision contained herein is deemed to be void, illegal or unenforceable, for any reason, then the Agreement shall be construed as if such provision was omitted, and the remainder of the Agreement will continue in full force and effect. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach. This Agreement may not be modified except through a written agreement signed by both parties. The law of the State of Texas will control the interpretation and application of this Agreement, venue and jurisdiction in Plano, Collin County, Texas are consented to. Nothing herein alters any prior agreement(s) between the parties regarding subjects not directly addressed herein.

Agreed:

Employee:

Company:
CROSSMARK CANADA, INC.

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Title)

Date: _____

Date: _____