



**ASTA CRS INC. CONFIDENTIALITY AGREEMENT**

1. I recognize and acknowledge that as an employee, contractor, consultant or a an employee or other representative thereof (collectively “a staff person”) for ASTA CRS Inc. (ASTA), I may have access to confidential information as that term is defined in appendix A, to this confidential information Use and Disclosure Agreement (“Confidentiality Agreement”)
2. I acknowledge and agree that I will treat any Confidential Information in the manner set forth in this Confidentiality Agreement. I acknowledge and agree that this obligation applies to the treatment of all Confidential Information to which I obtain access while working as a staff person for or on behalf of ASTA, regardless of the form of the Confidential Information or the manner in which I obtain access to it. I acknowledge and agree that my obligations with respect to Confidential Information apply to oral and written communications, drafts and final documents, information obtained directly or indirectly, and information obtained pursuant to or outside of my job responsibilities if I obtained the information as a result of my relationship with ASTA.
3. I acknowledge and agree that my obligation to treat Confidential Information in the manner set forth in this Confidentiality Agreement will continue even if I am no longer an employee.
4. I acknowledge and agree that I will not use Confidential Information for any purpose other than a legitimate business purpose of ASTA.
5. I acknowledge and agree that, except as provided in paragraphs 6 and 7 herein or authorized by the ASTA director of operations (DOO) or in his absence, a respective designee, I will not disclose Confidential Information to any person or entity other than: (a) the provider of the Confidential Information at issue, or (b) an authorized employee who has executed a confidentiality agreement with ASTA.
6. I acknowledge and agree that this Confidentiality Agreement shall not apply to requests for Confidential Information made by an ASTA employee and its clients, except that I may not disclose Personally Identifiable Information (as that term in Appendix A to this Confidentiality Agreement) without the express advance written approval of the ASTA Director of Operations or in his absence, a respective designee.
7. I acknowledge and agree that, subject to the notice requirement in paragraph 8 below, this Confidentiality Agreement shall not prevent disclosure of Confidential Information in response to an official request from the Comptroller General of the United states, the Government Accountability Office, or the United states Congress or a committee or subcommittee thereof, except that I may not disclose Personally Identifiable Information without the express advance written approval of the ASTA Director of Operations or in his absence a respective designee.
8. I acknowledge and agree that if I receive a subpoena or any other request or demand for Confidential Information, I will take all reasonable and appropriate steps to ensure that the request is submitted within one business day of receipt, and prior to any disclosure of such

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information or records, to the ASTA Director of Operations or in his absence a respective designee.

9. I acknowledge and agree that if I know or have a reasonable basis for believing that any employee is using or disclosing Confidential Information in violation of a confidentiality agreement, I will immediately so notify my ASTA supervisor or Director of operations.
10. I acknowledge and agree that if I intentionally or unintentionally disclose any Confidential Information in violation of this Confidential Agreement, I will immediately so notify my ASTA supervisor or Director of operations.
11. I acknowledge and agree that if I am uncertain or have questions about my obligations under this Confidentiality Agreement, I will immediately seek advice from my ASTA supervisor, the director of operations.
12. I acknowledge and agree that any violation of this Confidentiality Agreement may subject me to disciplinary action, including suspension or termination of employment, and civil and criminal liability.
13. I acknowledge and agree that signing this Confidentiality Agreement is a condition of my working as an employee for ASTA. I acknowledge and agree that ASTA may modify this Confidentiality Agreement and require me to execute the modified version.
14. I acknowledge and agree that ASTA may, in its sole discretion, modify Appendix A and such modification(s) shall be effective and enforceable against me following written notice to me, which may be by any reasonable method including hand delivery, mail, courier service, email, or facsimile.
15. I acknowledge and agree that upon completion or termination of my relationship of employee for ASTA, I will return to ASTA Director of operations, ASTA Human resources, or any other person designated by either of them, any Confidential Information in my possession.
16. I acknowledge and agree that this Confidentiality Agreement is binding upon me as of the date of my signature, that any modification to this Confidentiality Agreement is binding on me as of the date that I sign such modified version, and that my obligations under the Confidentiality Agreement, including any modifications, continue through and beyond the termination of my position as a employee for as long as I have in my possession, access to, or knowledge of Confidentiality Information.
17. If provision of this Confidentiality Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed stricken and remainder of the Confidentiality Agreement shall continue in full force and effect as if it had been executed without the invalid provision.

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- 18. I acknowledge and agree that the minimum term of employment is the duration mentioned in the contract with the client, or any extension with the client after this. I further agree to not terminate the contract for this duration.
- 19. I acknowledge and agree that I will not get reimbursed for services performed, if I am fired/terminated due to performance or ethical reasons by the client during the 3<sup>rd</sup> or 4<sup>th</sup> week of start of employment and until Asta CRS gets paid for the aforementioned period by the client.
- 20. I acknowledge and agree that the contract period will be for 1 year with Asta CRS Inc (Project time).If I choose to terminate the employment with Asta CRS Inc. before 1 year of the contract period I will be liable to pay \$3000.00 as remuneration.
- 21. I acknowledge and agree to provide at least 15 days written notice or \$3000 as remuneration to Asta, in case I choose to terminate the employment. Should state or federal law require a longer notice period, the longer notice period so required under the law shall be applicable to this contract.
- 22. I acknowledge and agree that during the Term of this Agreement and for a period of one (1) year after termination of this Agreement (the "Restrictive Covenant Period"), whether this Agreement is terminated for any reason, no reason, cause, for wrongful discharge, or for any other reason, I will not, directly or indirectly, enter into or engage in any manner or way in the Business with any client of the Company with whom the Company was doing Business during the Term of this Agreement; and any third party that the Company had presented a proposal to, for the purpose of doing Business (the "Restrictive Covenant Radius").

This Agreement may not be modified or altered except by a written instrument executed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights. This Agreement, together with all the schedules attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written between the parties relating to such subject matter. This Agreement shall be governed by the laws of the state of Virginia without regard to its conflict of laws principles.

**Acknowledged and agreed:**

**By (Signature)** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name (print)** \_\_\_\_\_

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### **Confidentiality Agreement – Appendix A**

Personally Identifiable Information is defined as information whose disclosure would constitute an unwarranted invasion of personal privacy, including but not limited to, personal records, salary and compensation information, medical records, social security number or residential address.

Confidential Information is defined as:

1. Information, data, material, or communications in any form or format, whether tangible or intangible, including notes, analysis, data, compilations, studies, or interpretations (collectively referred to hereafter as “information”) related to internal ASTA management matters, including but not limited to ASTA program integrity procedures, if disclosure is reasonably likely to interfere with or prejudice the performance of the internal ASTA management functions.
2. Information related to the development of the statements of work or evaluation criteria for ASTA solicitations, including solicitations for procurements (but not final solicitation or procurement documents that are formally released to one or more prospective bidders or offerors), contractor bids or proposals, evaluation of bidder or offerors, selection of contractors or the negotiation of contracts.
3. Information that is excluded by applicable statute or regulation from disclosure, provided that such statute (a) requires that the information be withheld from the public in such a manner as to leave no discretion on the issue, or (b) establishes particular criteria for withholding or refers to particular types of information to be withheld. Such information includes copyrighted or trademarked information.
4. Information containing trade secrets or commercial, financial or technical information that: (a) identifies company-specific (i.e., non-aggregated) proprietary business information about an ASTA CRS Inc. contributor (or a potential contributor) or its parent, subsidiary, or affiliate, and (b) has not previously been made publicly available.
5. Information concerning ASTA relationship with financial institutions, including but not limited to, account locations, identifiers, balances, transaction activity and other account information and any advice or guidance received from such institutions.

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6. Information regarding or submitted in connection with an audit or investigation of an ASTA contributor, potential ASTA contributor, ASTA beneficiary, applicant for ASTA support, or ASTA employee.
7. Information in which ASTA, its clients or any other agency might assert a claim of privilege or confidentiality, including but not limited to attorney-client communications, information that constitutes work product or reflects ASTA or its clients decision making processes, including law enforcement investigations and program compliance matters. Such information includes internal ASTA information, information exchanged between ASTA and its clients or any other agency, and information exchanged between two or more agencies in any form, including letters, memoranda and working papers of ASTA and their respective employees.
8. Information that was submitted with a corresponding written request for confidential treatment, protection, or non disclosure, including, for example, submissions marked “proprietary”, “privileged”, “not for public disclosure” or “market sensitive information” unless and until such request is denied.
9. Information developed in security investigations. Such information is property of the investigative agency and may not be made available for public inspection without the consent of the investigative agency.

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