

**OFFICE OF THE GOVERNOR  
CONFIDENTIALITY AGREEMENT**

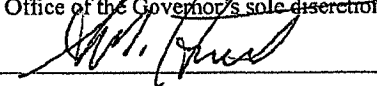
**1. Confidential Information**

- (a) Exclusive Property of Office of the Governor. You are appointed and serve in your position at the pleasure of the Governor. At all times during and after the date hereof, Appointee shall keep in confidence and trust all non-public information which may have been communicated to, acquired, or learned by Appointee in the course of or as a result of his/her employment with the Office of the Governor. Appointee hereby acknowledges that the Office of the Governor may possess certain Confidential Information. Appointee affirms that any such Confidential Information is the exclusive property of the Office of the Governor.
- (b) Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean any and all information of any nature and in any form, including but not limited to, the Office of the Governor's existing, future and contemplated: (i) meetings and appointments; (ii) materials submitted to Appointee by the Office of the Governor and/or Governor's staff or persons who conduct business with the Office of the Governor; and (iii) any and all directly and indirectly related records, documents, specifications, data, and/or other information with respect thereto. Appointee acknowledges that such Confidential Information is confidential and proprietary. Appointee further acknowledges by signing this Agreement that the Office of the Governor has expended much time, cost, and difficulty in developing and maintaining the Confidential Information. The Office of the Governor acknowledges that Confidential Information may be a public record(s) subject to the Alabama Open Records Act. Appointee agrees not to disclose Confidential Information, falling under the Open Records Act, except as authorized below.
- (c) Unauthorized Use or Disclosure Prohibited. Appointee agrees: (i) to use the Confidential Information solely for the purpose of performing his/her duties on behalf of the Office of the Governor and for no other purpose whatsoever; (ii) not to, directly or indirectly, at any time during or after his/her employment by the Office of the Governor, disclose Confidential Information to any other Person (except to the Governor's staff in connection with his/her duties on behalf of the Office of the Governor ) or use or otherwise exploit the Confidential Information to the benefit of the Appointee or any other Person or to the detriment of the Office of the Governor. For purposes of this Agreement, the term "Person" means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, trust or other entity or organization.
- (d) Office of the Governor's Retention of Records. Upon the termination of Appointee's employment relationship with the Office of the Governor, Appointee hereby agrees that the Office of the Governor shall retain possession of all records, documents, computer data, electronically stored information and any other Confidential Information, including but not limited to, the names, addresses and telephone

numbers of staff members and constituents of the Office of the Governor and all copies thereof (collectively, the "Records") relating to the Confidential Information; and if such Records are not on the Office of the Governor's premises, Appointee hereby unconditionally agrees to return such Records, and all copies thereof, including those maintained on Appointee's personal phone, laptop, tablet, computer, and/or any other personal electronic device, to the Office of the Governor as soon as practical, but in any event no later than the date of termination. Additionally, Appointee agrees to return all originals and copies of Records upon demand by the Office of the Governor during the employment relationship.

**2. Conflicts of Interest**

Appointee acknowledges and agrees that he/she shall not use, copy, distribute, install or download any of the Office of the Governor's software or computer files or use any of the Office of the Governor's equipment for personal use, gain or profit or for use, gain or profit by any other Person, without the express written consent of the Office of the Governor (which may be withheld in the Office of the Governor's sole discretion).

Signed: 

Print Name: Seth Hammett

Date: 8/17/14