Confidentiality

"Confidential" means any and all information, knowledge or data relating to TBC, its business operations and facilities, including but not limited to strategic initiatives, contractual relationships, vendor relationships, customer lists, product information, accounts receivable, accounts payable, profits and losses, financial arrangements, information pertinent to employees and their employment records (performance evaluations, salary reviews, benefit information, health information and disciplinary actions), and all other non-public information regardless of whether such information is labeled "For Official Use", "Confidential" or any similar label. Confidential Information shall be deemed as internal proprietary knowledge or information typically not available or accessible by the general public or any other external parties, or information specifically designated as confidential by TBC or its officials, any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for TBC, the business or operations of TBC, and/or the products, drawings, plans, processes, or other data of TBC.

As a condition of employment, our employees agree that he/she:

- will hold the Confidential Information received from TBC in strict confidence.
- will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by TBC.
- will not reproduce the Confidential Information nor use any information commercially or for any purpose other than the performance of his/her duties for TBC.
- will, upon the request or upon termination of his/her relationship with TBC, deliver to TBC any drawings, notes, documents, equipment, and materials received from TBC or originating from its activities for TBC.

Additionally, our employees understand that TBC:

has the sole right to determine the treatment of any information that is part or project specific received from our employees , including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as TBC may deem appropriate.

reserves the right to take disciplinary action, up to and including termination, for violations of this policy. EMPLOYEE also understands and agrees that any breach of confidentiality under this policy will result in irreparable harm for which there is no adequate remedy at law. In the event of EMPLOYEE's breach, TBC may be entitled to equitable relief, including injunctive relief, in addition to all other remedies available at law or in equity, including, but not limited to, those provided pursuant to the South Carolina Uniform Trade Secrets Act (South Carolina Trade Secrets Act §§39-8-10, et. seq.).

Our employees understand that confidentiality obligations are expected to continue and survive after termination of their employee relationship with TBC, for any reason.