

**CONFIDENTIALITY AGREEMENT REGARDING RESIDENT CONFIDENTIAL
INFORMATION (EMPLOYEES)**

This CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into as of _____, 202____, by and between _____ (“Employee/”) and AHC Inc. (together with any existing or future companies owned or controlled by AHC Inc., including AHC Management LLC) (collectively, the “Company”).

WHEREAS, Company staff collect, use and disclose resident information to help residents obtain services and housing and to protect the safety of residents and others. The Company must also collect, use and disclose certain resident information to comply with the law, including the federal Privacy Act, requirements of the federal Department of Housing and Urban Development and state housing programs, state licensing laws, and other federal and state laws.

WHEREAS, the Company and residents would be materially harmed if the Employee should disclose to persons outside the Company certain confidential and personal information belonging to the residents living at properties owned or managed by the Company.

WHEREAS, the Company desires to employ or continue to employ Employee, and Employee desires to be employed, or to continue to be employed, by the Company, subject to the terms set forth herein.

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

1. **CONFIDENTIAL AND PROPRIETARY INFORMATION:** Employee covenants and agrees that, during Employee’s employment and for an unlimited time period thereafter, any and all Resident Confidential Information (as defined below) shall not be directly or indirectly used, disseminated, disclosed, or published, except during the course of Employee performing his/her job duties for the Company. “Resident Confidential Information” includes, without limitation, any confidential and private data of residents, including, but is not limited to, the following: Demographic and identifying information (such as social security number and date of birth), health information, financial information (such as bank account(s) and income), safety reports, lease violations, emergency contacts, and risk of eviction.

2. **RETURN OF CONFIDENTIAL INFORMATION:** Upon the termination of employment or earlier at the request of the Company, all Resident Confidential Information, including, without limitation, all copies of documents and other materials containing Resident Confidential Information, which Employee received or prepared during his/her employment shall be promptly returned to the Company, along with a certificate, if requested, signed by Employee, stating that all such information has been returned, and that no Resident Confidential Information has been retained by Employee in any form.

3. **EQUITABLE AND OTHER REMEDIES:** Employee agrees that the Company will suffer irreparable harm in the event that Employee breaches any of Employee’s obligations under this Agreement, and that it is impossible to measure in money the damages which will accrue to the Company in the event of such a breach or threatened breach. Accordingly, if any action or proceeding is commenced by or on behalf of the Company to enforce any of the provisions contained in this Agreement, Employee hereby waives the claim or defense that the Company has an adequate remedy at

law or has not been or is not being irreparably injured by such breach or threatened breach, and Employee agrees to not raise such claim or defense in any such action or proceeding. Employee further agrees that the Company shall be entitled to temporary and permanent injunctive relief to restrain any breaches or further violations of this Agreement, without the posting of any bond, and that this right to injunctive relief shall be in addition to any and all of the Company's other remedies and damages, including, but not limited to, costs and reasonable attorney's fees incurred as a result of said breach or threatened breach.

Employee agrees and acknowledges that the restrictions contained in Paragraph 1, above, and this Paragraph 3 are fair and reasonable in that they are reasonably required for the protection of the Company. If, however, for any reason, any court determines that any or all of the restrictions therein are overbroad or otherwise not reasonable, then such restriction(s) shall be interpreted, modified, or re-written, to the minimum extent necessary to render the restriction(s) valid and enforceable.

4. COSTS & ATTORNEY'S FEES: In the event that Employee breaches this Agreement, the Company shall be entitled to its costs, including reasonable attorney's fees, from the Employee, incurred as a result of such breach.

5. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, all of the covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. GOVERNING LAW: This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to the choice of law provisions thereof.

7. SEVERABILITY: The provisions of this Agreement are severable and it is the intention of the parties hereto that in the event a court of competent jurisdiction holds that any one or more provisions of this Agreement are unenforceable, the remaining provisions of the Agreement shall be given full force and effect as if the part or parts held invalid had not been included.

8. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the parties hereto, and supersedes any prior agreements, understandings, representations, and warranties concerning the subject matter hereof, and no provision herein may be waived, changed or modified, except in a writing signed by both parties.

By signing below, Employee agrees to the above terms and acknowledges that two copies of this Agreement have been signed, and that Employee has received a copy of this Agreement, carefully read it, and understands and agrees to all of its provisions. Employee further understands that this Agreement enters into full force and effect at the time of his/her signature.

Employee:

AHC Inc.
AHC Management LLC

By: _____
Stania Romain, Vice President, Human Resources

Date: _____

Date: _____