



**PROTECTION OF COMPANY PROPERTY AND AGREEMENT TO ARBITRATE**

THIS AGREEMENT ("Agreement") is effective as of October 23, 2017 ("Effective Date") and is between Atlantic Resource Partners, LLC ("Company") and [REDACTED] ("Employee") (Company and Employee collectively, "Parties"). In consideration of the promises and mutual covenants contained herein, including without limitation the Company's employment of Employee and Employee's work for the Company, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Prohibited Activities.** While employed with the Company, Employee shall not be employed by, serve as a consultant or advisor to (whether paid or unpaid), invest in (other than a direct or indirect 5% or less passive personal investment in a publicly traded company), prepare to engage in employment or other business activity competitive with the Company, or otherwise engage in any other business or work activity, without the advance written consent of Richard Scardina. The above prohibition shall not include volunteering for charitable organizations, religious activities, engaging in lawful political activities, or the like.
2. **Confidential and Proprietary Information.** Employee acknowledges that, in the course of employment with the Company, Employee will receive confidential and proprietary information of the Company, its Affiliates (defined herein), its Protected Parties (defined below), and third parties to which the Company has an obligation of confidentiality. Accordingly, during and at all times after Employee's employment by the Company, Employee agrees to keep strictly confidential and not to disclose or make accessible to any other person, firm, corporation or other entity or use for any purpose other than to fulfill Employee's duties to Company, any Confidential and Proprietary Information (defined herein) owned by, or received by or on behalf of, the Company. Employee further agrees as follows:
  - a. **Protectable Interests; Trade Secrets.** Employee acknowledges the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. Employee agrees (i) not to use, access, or allow or help another to use or access (whether for compensation or not) any Confidential and Proprietary Information for the benefit of Employee or others (other than the Company); and (ii) not to take, copy, email, download, or otherwise utilize any material or reproductions (including but not limited to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof owned, licensed, or otherwise under the control of the Company. The obligations described in this paragraph apply any time during or after Employee's employment by Company, except necessary for Employee to perform Employee's duties for the Company, and then conditioned upon the prompt return of all originals and reproductions thereof (in whatever form).