



RIPTIDE

Application for Employment

**200 East Palm Valley Drive
Suite 2000
Oviedo, Florida 32765**

**1-800-RIPTIDE
Fax: (407) 366-1049**

resumes@riptide.com

Riptide is an Equal Opportunity Employer



Employment Application

Name (First, Middle, Last)	SSN
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Street Address

City, State, Zipcode

Home Phone	Business/Cell Phone
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Email Address

Have you ever been convicted of a misdemeanor OR FELONY, other than a traffic offense, in a court of law or through a military court action? If "Yes", please identify and provide date(s) of conviction(s). Do not include arrests, military court martial, or other charges that did not result in a conviction. A record of conviction does not automatically disqualify you from employment consideration.

YES No

Are you a US Citizen? If "No", please provide current citizenship(s). Lack of US Citizenship does not automatically disqualify you from employment consideration.

YES No

Have you ever been denied any clearance level request? If "Yes", please explain. Inability to obtain a secret clearance does not automatically disqualify you from employment consideration.

YES No

Education and Employment - Please attach your resume. Be sure your resume includes the following:

- Full employment history including Company contact information, positions held, and start/end dates for all positions
- Full education history including all Institutions, dates attended and degrees/diplomas earned

References - List names, contact information and relationships of three persons not related to you.

Reference Name	Address	Phone Number	Relationship

I hereby certify that all entries on this Application are true and complete, and I agree and understand that any falsification of information herein, regardless of time of discovery, may cause forfeiture on my part of any employment in the service of Riptide. I understand that all information on this application is subject to verification and I consent to criminal history background checks. I also consent to references, former employers and educational institutions being contacted regarding this application. I understand that by submitting this Application by electronic or written means, and accepting employment (if offered), I demonstrate my acceptance and understanding of the attached Agreements and Certifications as set forth.

Applicant Signature: _____ Date: _____

Agreements and Certifications

If you are offered employment with RIPTIDE, the following terms and conditions shall apply to you and, by accepting employment, you agree to these terms and conditions.

Certain Candidate and Employment Terms

(1) I certify that all information I provide (including, but not limit to resume, education, interview and references) in connection with my application for employment by RIPTIDE is true and accurate to the best of my knowledge. I further certify that I have no conflict of interest from any other employment or other agreement that would interfere with my working for RIPTIDE. I understand that any misstatement or lack of candor on my part in this application or otherwise may result in my immediate discharge and may subject me to damages for any harm caused to RIPTIDE. I authorize RIPTIDE to verify all information provided by me and I agree to sign a release authorizing former employers to provide information to RIPTIDE if requested.

(2) I agree that I am and will remain an employee at will. Both RIPTIDE and I have the right to terminate my employment at any time with or without cause or reason and with or without prior notice or warning. Nothing in this employment application creates an employment contract, express or implied.

Confidential Information and Trade Secrets

I agree that confidential, proprietary and trade secret information and materials regarding RIPTIDE and its Clients may be disclosed to me solely for me to perform my employment duties. Such information and materials belong to RIPTIDE and its Clients. Confidential Information includes without limitation all information belonging to RIPTIDE or its Clients relating to their services and products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, cost, personnel information, customer and supplier contacts, sales lists, technology, software, computer programs, other documentation, computer systems, inventions, developments, and all other information that might reasonably be deemed confidential. Trade Secrets means the whole or any portion of any scientific or technical information, design, process, procedure, formula, improvement, confidential business or financial information, listing or names, addresses, or telephone numbers, or other information relating to any business or profession that is secret and of value. I agree that I may use such confidential and trade secret information and materials only during my employment and solely for the purpose of my employment and not for my own or someone else's benefit both at any time during or after my employment with RIPTIDE.

Protection of RIPTIDE's Business

(1) I agree that during employment with RIPTIDE and for a period of twelve (12) months following termination of my employment, whether such termination is voluntary or involuntary, I will not, in any capacity, solicit or establish business relationships with any current, former or potential client of RIPTIDE's for the purpose of competing with RIPTIDE or enter into any business arrangement with any other person or firm who is or has been an employee or subcontractor of Company within the (12) month period immediately preceding the date on which my employment is terminated. I understand that this provision does not apply to work performed on behalf of any individual or entity that is not a present or former client of RIPTIDE or for whom I have not provided services while employed by RIPTIDE within the twelve (12) months prior to the date of my termination of employment.

(2) I also agree that, during employment with RIPTIDE and for one year thereafter, whether such termination was with or without cause, voluntary or involuntary, I will not: (a) induce, entice, hire or attempt to hire or employ any employee of RIPTIDE or employee of a RIPTIDE subcontractor on behalf of any individual or entity who provides the same or similar services, processes or products as RIPTIDE, (b) induce or attempt to induce any employee employed with RIPTIDE to leave the employ or cease doing business with RIPTIDE, (c) knowingly assist any other any individual or entity in doing any of the above-prohibited acts, or (d) employ, engage or seek to employ or engage any individual or entity who was formerly employed or engaged by RIPTIDE, on behalf of Employee or any entity (including a client of RIPTIDE), within one (1) year of the termination of the employment or engagement of such individual or entity with RIPTIDE.

(3) I acknowledge and agree that the restrictions set forth above are fair and reasonable in terms of their geographic scope and duration and are reasonably required for the protection of the business interests of RIPTIDE, including the protection of RIPTIDE's confidential information and trade secrets.

Inventions and Other Works Made for Hire

I agree that during or after my employment, I will promptly inform and disclose in writing to RIPTIDE and to any Client for whom I worked all copyrighted materials or programs, programs or materials subject to being copyrighted, inventions, designs, improvements and discoveries (the "Works") that I made or may have made during my employment that pertain or relate to the business of RIPTIDE or its Client or to any research or experimental or developmental work carried on by RIPTIDE or Client, or which results from or is suggested by any work performed by me on behalf of RIPTIDE or any of its Clients. All such Works shall be works made for hire. I will make such disclosure whether or not the Works are conceived by me alone or with others and whether or not conceived during regular working hours. All Works shall be the exclusive

property of RIPTIDE or the Client unless otherwise directed by RIPTIDE in writing. At RIPTIDE's or Client's sole expense, I shall assist in obtaining patents or copyrights on all Works deemed patentable or subject to copyright by RIPTIDE or Client and shall assign all of my right, title and interest, if any, in and to such Works and execute all documents and do all things necessary to obtain letters, patent or vest RIPTIDE or Client with full and exclusive title thereto, and protect the same against infringement by others. I agree I will not be entitled to additional compensation for any inventions or designed made during the course of my employment.

Notwithstanding the above, I understand that I am not required to assign to RIPTIDE any invention for which no equipment, supplies, facility, or trade secret information of RIPTIDE or its Clients was used and that was developed entirely on my own time, and (a) does not relate to the business of RIPTIDE or its Clients, (b) does not relate to any actual or demonstrably anticipated research or development RIPTIDE or its Clients, or (c) does not result from any work performed by me for RIPTIDE or its Clients.

Dispute Resolution

I agree that any claim, controversy or dispute that arises directly or indirectly in connection with my employment or termination of employment with RIPTIDE or any associated or related disputes involving RIPTIDE and any employee, director, officer or agent of RIPTIDE, whether arising in contract, statute, tort, fraud, misrepresentation, discrimination, common law or any other legal theory, including but not limited to, disputes relating to the making, performance or interpretation of these terms and conditions and claims or other disputes arising under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended; 42 U.S.C. §1981, §1981a, §1983, §1985 or §1988; the Family and Medical Leave Act of 1993; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act of 1938, as amended; the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); state anti-discrimination acts; or any other similar federal, state or local law or regulation, whenever brought, shall be brought in state or federal court of competent jurisdiction. Nothing herein excuses me from my duty to exhaust administrative remedies, where such a duty exists, prior to filing suit.

Equitable and Other Relief

I agree that the services I perform and the confidential information and trade secrets RIPTIDE discloses to me are unique and special. I agree that, if I violate these terms and conditions and notwithstanding the provisions for Dispute Resolution herein, I understand and agree that RIPTIDE may terminate me immediately and has the right to and will seek issuance of an injunction, as well as any and all other remedies and damages, to compel the enforcement of the terms stated herein. If court action is necessary to obtain injunctive relief, I agree I will be responsible for the RIPTIDE's attorneys' fees and court costs.

Severability

If a court of competent jurisdiction refuses to fully enforce one or more of the agreements contained in this application, the court may modify the agreement. However, the court must interpret and enforce the modified the agreement in such a way as to effectuate the intent of the original agreement to the maximum extent possible.

General Provisions

The terms and conditions of this application supersede any prior oral or written agreement. Any subsequent employment agreement must be in writing and signed by RIPTIDE's authorized representative. No RIPTIDE representative may make changes to the "employment at will" provision. The terms and conditions that, by their sense and context, are intended to survive termination of my employment shall survive such termination.