

or other materials, whether in written, electronic or other form, passwords, keys, credit cards, equipment, or other articles that came into the Executive's possession in connection with the Executive's employment by the Association and to maintain no copies or duplicates without the prior written approval of the Executive Committee of the Association. Such approval should not be withheld without good reason. The Executive will maintain in confidence during and subsequent to the Executive's employment any information about the Association or its members which is confidential information or which might reasonably be expected by the Executive to be regarded by the Association or its members as confidential and will not use that information except for the benefit of the Association. Upon cancellation of this Agreement by either party for any reason, the Executive will refrain for one year from (a) undertaking employment or any compensated duties on behalf of any association or firm that provides services or products to home health providers in Wisconsin in competition with the Association, or (b) soliciting any individual who is then or was at any time within the preceding three months an employee of the Association to leave the Association's employment, in either case unless the Executive Committee of the Association provides prior written approval of the employment, duties or solicitation. The Executive will not make or direct any personal investments in the home care field based substantially upon information conveyed to the Executive as the President of the Association where the information is conveyed with a request for, or in the expectation of, confidentiality. The provisions of this paragraph will survive cancellation of this Agreement.

6. Outside employment. For the purposes of this Agreement, "outside employment" means: i) employment in any capacity by another employer; ii) consulting; iii) personal services contracts; iv) private practice of the Executive's profession; v) self-employment; vi) pursuit or holding of local, state or federal elected office. The Executive has the right to engage in outside employment provided that such employment is in reasonable balance with their normal duties and responsibilities; the Executive will refrain during the life of this Agreement from undertaking outside employment or any compensated duties on behalf of any association or firm that provides services or products to home health providers in Wisconsin in competition with the Association. The Executive shall have the right to use the Association's resources or facilities for outside employment, but shall reimburse the Association, at the prevailing rates, for any use of those resources or facilities that are of an extraordinary nature. The Association may agree to assume the extraordinary costs associated with outside employment. The Executive shall, upon written request, provide the Association with information on the nature and scope of any outside employment. Such requests shall not be made more than once in any one calendar year.

7. Other.

A. Indemnification. The Association indemnifies, holds harmless, and will defend the Executive against claims arising against the Executive in connection with the Executive's performance of the duties of the Executive's employment by the Association to the full extent permitted by law, including defense costs and attorney fees, but not with respect to claims successfully resolved against the Executive that the Executive engaged in