

# This Agreement, between PINKERTON'S NATIONAL

DETECTIVE AGENCY, INC., a corporation of the State of Delaware, (hereinafter called the Agency), party of the first part, and.....(hereinafter called the Employee), party of the second part,

**Witnesseth:** That the Agency has employed the Employee as a..... at a compensation agreed, as stated in and upon the Pay Roll of the Agency (to which, if necessary, reference may be had), and that, in consideration of said employment and as a condition thereof, it is agreed as follows, to wit:

1. The Employee, so long as he shall remain in the service or employment of the Agency, shall at all times honestly and faithfully and according to the best of his knowledge, understanding, skill, and ability serve the Agency and advance its interests and be guided by and act upon the General Principles enunciated by the Agency, for the conduct of its Employees and Operatives, and conform to, observe, and abide by all Rules, Regulations, and General Orders which have been, or may hereafter be, made by the Agency or by any one under the direction of the general management of the Agency, for the government and observance of the Employees and Operatives of the Agency.

2. The Employee, from the date hereof until relieved herefrom or discharged by the Agency or by authority of its general management shall devote his entire time and attention to the service and business of the Agency and to the advancement of its interests and those of its patrons and clients; and shall always render strict obedience to all orders of the said Agency, its Managers, and every Superintendent, Agent, or other person authorized or empowered thereto, by the Agency by Rule, Regulation or General or Special Order; and whenever called upon (at any time of day or night), unless physically disabled therefrom, will respond and serve, and go to such place or places as he may be ordered or directed by the Agency, or by authority of its general management.

3. The Employee shall rely and depend solely upon the salary hereinbefore referred to as agreed to be paid by the Agency as full compensation for any and all services which he may render to the Agency and every other person or persons, during the continuance of this agreement; the Employee shall never ask, or receive from any person or persons, or corporations, any reward, bonus, gift, gratuity, or compensation (except compensation as aforesaid by the Agency) and does hereby expressly relinquish and forever waive and abandon any and all right, claim, or demand which he has, or hereafter may have, to any reward, bonus, gift, or gratuity, which may have been offered or proposed to be given, or may hereafter be offered or proposed to be paid in connection with any service, business, or operation undertaken, entrusted to, or transacted by the Agency, or any of its employees, agents, or operatives.

4. All information and knowledge which the Employee may acquire during the continuance of this agreement, which in any way concerns, affects or is pertinent to any business, matter or operation conducted by direction of the Agency, or which the Employee has acquired, or may acquire in consequence of his being in employment as aforesaid, shall be treated by the Employee as the exclusive property of the Agency; and such information and knowledge be promptly, fully, and faithfully reported to the Agency, or to its Managers, Superintendents, or other officials, in manner and form as may be required by the Rules, Regulations, or Orders aforesaid; all such information and knowledge as may have been, or may hereafter be acquired as aforesaid, shall forever be kept secret and held as strictly confidential by the Employee, and he shall never, at any time nor under any circumstances, directly or indirectly, divulge or reveal any information, knowledge or matter acquired by him, as aforesaid (except to the Agency, or some one authorized by its general management to receive the same). The Employee further agrees that he will not, at any time after the termination of his employment by the Agency, for whatever cause said employment shall be terminated, in any manner or form, advertise or publish the fact that he has been employed by, or connected with, Pinkerton's National Detective Agency, Inc., or make any statement of such fact, publicly or privately, in order to induce his employment by any one as a detective or by any firm or agency engaged in the detective business as an employee.

5. The employee fully understands that he is not in any way connected with a National, State or other Government organization of any kind whatsoever, either directly or indirectly; that he is not in any way working for, or connected with, the Secret Service of the United States or the Department of Justice of the United States or any intelligence bureau connected in any way with the War, Navy or any other Department of the United States Government or any Department of a State Government and agrees that he will not, at any time, represent himself as their agent. Also he fully understands that to represent himself as a Government Agent is against the law, a crime, and punishable by imprisonment and fine.

6. The Agency shall pay to the Employee or to such person as he may from time to time designate to receive the same, such compensation as may be agreed upon and between said parties, in manner and at such periods stated in the said Pay Rolls, and the Rules and Regulations heretofore referred to.

7. In case the Employee fails to comply with any promise or agreement herein contained on his part or be derelict in any duty required of him, said Agency, at its option, may suspend, or cause to be suspended, the Employee from service and pay, or either, for such length of time as the Agency, its Managers or Superintendents, may see fit, and may, notwithstanding any such suspension as aforesaid, require the Employee to continue in service, and be, in the meantime, ranked and considered as one of the Employees of the Agency.

8. The Agency shall have the right, with or without cause, to discharge the Employee from its service, with or without notice of intention to discharge, as it, its Managers or Superintendents, may see fit. In case of discharge, either for or without cause, the Employee shall not be entitled to any salary or compensation after he receives notice of such discharge.

**In Witness Whereof,** the Agency has caused this Agreement to be signed in its corporate name and its corporate seal to be hereto affixed and attested by its proper officers, and the Employee has hereto set his hand and seal as

of the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

PINKERTON'S NATIONAL DETECTIVE AGENCY, INC.

Attest: \_\_\_\_\_ By \_\_\_\_\_ Vice-President.

\_\_\_\_\_  
Secretary.

In the presence of: \_\_\_\_\_ [Seal]

Ex. 9