

**NONCOMPETITION, NONDISCLOSURE AND NONSOLICITATION
AGREEMENT**

PARTIES

Company: _____

Employee: _____

Address: _____
(Employee's)

Date: _____

RECITALS

Whereas, the Company desires to continue to employ Employee; and

Whereas, Employee desires to continue to perform services for the Company in a position that will allow Employee access to various trade secrets and confidential information belonging to the Company and which will require Employee to perform services of a unique and special nature; and

Whereas, in exchange for wages and other good and valuable consideration, including continued employment with the Company, the Employee covenants (a) not to engage, directly or indirectly, in competition with the Company, (b) not to disclose any confidential information acquired during the course of employment with the Company, and (c) not to solicit any customer or current employee of the Company to terminate his or her relationship with the Company.

AGREEMENT

Now Therefore, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Covenant Against Competition. During the term of the Employee's employment with the Company and for a period of _____ (__) months from the voluntary or involuntary termination of Employee's employment with the Company for any reason whatsoever, Employee will not directly or indirectly own, manage, operate, control, be employed by, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any business which performs services materially similar to or competitive with those

provided by the Company in any Market Area. The term "Market Area" shall mean _____ in _____ (State) where the Company and/or _____ subsidiaries (hereinafter collectively "Subsidiaries") conduct business. "Market Area" shall also mean any county in the United States of America where any client of the Company and/or its Subsidiaries work together on the same project. "Clients," as used in this Agreement, shall include all past and present clients of the Company and/or its Subsidiaries.

Covenant Against Disclosure of Confidential Information. During the term of Employee's employment with the Company and for a period of _____ (____) months from the voluntary or involuntary termination of Employee's employment with the Company for any reason whatsoever, Employee shall not use for any purpose, or disclose to any person or entity, any confidential information acquired during the course of employment with the Company. Employee shall not directly or indirectly copy, take, or remove from the Company's premises any of the Company's books, records, customer lists, or any other documents or materials; provided, however, that Employee may remove company documents from the Company's premises as long as such removal is in the ordinary course of Employee's business and Employee returns all such documents and all copies thereof to the Company's premises immediately thereafter. The term "confidential information," as used in this Agreement, includes, but is not limited to, records, lists, and knowledge of the Company's customers, suppliers, methods of operation, processes, trade secrets, methods of determination of prices, financial condition, profits, sales, net income, and indebtedness, as the same may exist from time to time.

Nonsolicitation of Customers and Employees. During the term of Employee's employment with the Company and for a period of _____ (____) months from the voluntary or involuntary termination of Employee's employment with the Company for any reason whatsoever, Employee shall not solicit, induce, or attempt to induce any past or current customer or current employee or subcontractor of the Company (a) to cease doing business with or being employed in whole or in part with or through the Company, or (b) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Company.

Employee

For the Company