

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

_____, ("Employee"),
in consideration for and as a condition of Employee's continued employment with
_____, ("Employer") or
Employer's assignee or successor, agrees as follows:

1. Employee agrees that all information communicated to him/her concerning the work conducted by or for Employer is confidential. Employee also agrees that all financial data, sales information, product specifications, customer names and addresses, vendor information, commission vouchers, pricing and bid information, personnel information, and any documents generated by Employer, or by Employee in the course of his/her employment, are confidential. Employee further agrees that information concerning the work conducted by Employer, including, but not limited to information concerning future and proposed products, projects or sales which are planned, under consideration or in production/process, as well as existing work/sales additionally constitute confidential information of Employer. Information intentionally placed in the public domain by Employer does not constitute trade secrets and are not governed by the confidentiality provisions of this agreement.
2. Employee agrees that all confidential information described herein is and constitutes trade secret information as defined by applicable federal and state law, and is the exclusive property of Employer.
3. Employee promises and agrees that he/she shall not disclose any confidential or trade secret information of Employer to any other person.
4. Employee shall use his/her best efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same care and discretion that he/she uses with information he/she considers confidential.
5. Employee agrees that the sale or unauthorized use or disclosure of any of Employer's confidential information or trade secrets obtained by Employee during or following his/her employment with Employer constitutes misappropriation as defined by federal and state law. Employee promises and agrees not to engage in any misappropriation at any time, whether during or following the completion of his/her employment with Employer.
6. Employee promises and agrees that during his/her employment with Employer, he/she shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any competitive activity relating to the subject matter of his employment with Employer.
7. Upon termination of employment or upon Employer's request, Employee shall promptly return to Employer all confidential information and materials in his possession and shall promptly return all original and copies of documents, records, software programs, media, other materials and/or property provided by Employer to Employee or obtained by Employee as a result of or in connection with Employees' employment with Employer.
8. Employee agrees that for a period of twelve months after termination of employment status for any reason, which would include, but not limited to resignation, layoff, termination with or

without cause or otherwise at the Employer or its successor in interest; Employee will not, on behalf of herself or on behalf of any other person, firm or Employer, directly or indirectly, call on any of the Employer's customers. Employee will not encourage or otherwise influence any customers of the Employer to seek the services of a competing business, even if the Employee has no connection with the competing business. Employee further agrees not to contact any customers of the Employer at any time for the purpose of disparaging or injuring the Employer, its products, services or employees. For purposes of this Agreement and after termination of employment only, customer is defined as any person or entity that has contacted the Employer with the express purpose of inquiry into the purchase of goods or services from the Employer within two years of the date on which employment of Employee with the Employer was terminated for whatever reason or any person who is maintained on the Employer's customer lists. Furthermore, the restrictions and limitations set forth in this paragraph shall only apply to those customers within a 150 mile radius of the Employer's places of business.

9. While employed by the Employer and for a period of twelve months from the date of termination of Employee's employment (regardless of reason), Employee agrees not to induce or attempt to influence directly or indirectly through another person any Employee of the Employer to work for you any other person or entity with whom Employee is or may become professionally associated, without the written consent of the President or Owner of the Employer's company.
10. Employee agrees that, in the event of a breach or threatened breach of this Agreement, monetary damages would be inadequate and extremely difficult, if not impossible, to measure. Therefore, Employee agrees that Employer shall be entitled to seek immediate and permanent injunctive relief to prevent or remedy a threatened or actual violation of this Agreement.
11. If any provision of this Agreement is determined to be unenforceable for any reason, the remainder shall be fully enforceable under the laws of the State of Pennsylvania. This Agreement supersedes and extinguishes any prior or contemporaneous verbal agreements and may not be modified except in a writing signed by Employer's President or Owner.

I have read and understand all provisions of this Agreement and agree to all the provisions herein. I agree that the provisions are fair and reasonable and are required to protect the Employer's information and property. I also acknowledge that I have received a copy of this Agreement upon signing it.

Signature -

Date