

**TRADE SECRETS
AND NON-SOLICITATION AGREEMENT**

_____ ("Employee") is currently employed by _____ ("Company") in the position of _____. Employee agrees that in connection with that position, or with any future positions the Employee may hold with the Company, that Employee has gained access to and knowledge of confidential information, trade secrets, and/or property of the Company. Both Employee and Company acknowledge and agree that serious and/or irreparable injury would be done to the Company if Employee were to use that knowledge in any way other than for the benefit of the Company.

This Agreement will serve to define the Employee's duties and obligations in connection with such confidential information, trade secrets, and/or property of the Company. To that end, Employee and Company agree as follows:

1. TRADE SECRETS - GENERAL.

a) Employee agrees that he/she will not bring to work any information, documents, files, electronic records, or any other property in any form belonging to a previous employer or other company or individual, and further will refrain from using or disclosing any such proprietary information or trade secrets belonging to that former employer or other company or individual;

b) Employee agrees not to violate any trade secrets or non-solicitation or non-competition agreement(s) made with any previous employer(s) during his/her employment with the Company;

c) Employee agrees that he/she will not at any time disclose or use, other than in the performance of his/her duties for the Company, any confidential information, trade secrets, and/or property of the Company, whether or not acquired by or conceived of by the Employee;

d) Employee acknowledges that confidential information, trade secrets, and/or property which will be made known to him/her during the course of his/her employment, are secret, confidential, and unique, and constitute the exclusive trade secrets and property of the Company;

e) Employee acknowledges that such information is made known to him/her in confidence and in connection with his/ her duties for the Company, and that the identities of the Company's customers are not generally known and are the result of substantial and extensive marketing efforts by the Company;

f) Employee agrees that use of such information for any other reason than for the sole benefit of the Company would be wrong and irreparably harmful to the Company;

g) Employee acknowledges that such confidential information, trade secrets, and property include but are not limited to the following:

i. Client information - names, addresses, phone numbers, contact names, inventories, rates, and contracts;

ii. Personnel information - names, addresses, phone numbers, dependents, insurance, driving records, disciplinary actions, wages, benefits, time cards, and work histories;