

## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

As a condition to my employment with D & M, Inc. I \_\_\_\_\_ agree that:

- A. I \_\_\_\_\_ will not use or allow use for any purposes any portion of corporate specific information, except by duly authorized employees or representatives of the undersigned with respect to identified services as agreed upon by the agency known as D & M, Inc.
- B. I \_\_\_\_\_ will not disclose or allow disclosure to any other person other than Representatives of D & M, Inc.
- C. I \_\_\_\_\_ will not make or allow to be made copies of, or otherwise reproduce any corporate specific information except in the form of communications to Representative of D & M, Inc. or as necessary in connection with the agency's business relationships.
- D. I \_\_\_\_\_ specifically agree that for a period of 1 year after I am no longer employed by D & M, Inc. I will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for D & M, Inc. in any business operating within a State where D & M, Inc. has offices which provides services similar to those provided by D & M, Inc. without the express permission of the Administrative Office.
- E. I \_\_\_\_\_ agree that for a period of 1 year after I am no longer employed by D & M, Inc. I will not directly or indirectly solicit, agree to perform or perform services of any type that D & M, Inc. can render for any person or entity who paid or engaged D & M, Inc. for Services, or who received the benefit of D & M, Inc.'s Services, or with whom I had any substantial dealing while employed by D & M, Inc.. However, this restriction with respect to Services applies only to those Services rendered I or an office or unit of D & M, Inc. in which I worked or over which I had supervisory authority. This restriction also applies to assisting any employer or other third party.
- F. I \_\_\_\_\_ agree that for a period of 1 year after I am no longer employed by D & M, Inc. I shall not take any actions to assist my successor employer or any other entity in recruiting any other employee who works for or is affiliated with D & M, Inc.. This includes, but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning D & M, Inc.'s processes, methods or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at D & M, Inc.. I also agrees that I will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

This Agreement may be assigned by D & M, Inc. in the event of a merger or consolidation of D & M, Inc. or in connection with the sale of all or substantially all of D & M, Inc.'s business.

The covenants of this Agreement shall be severable, and if any of them is held invalid because of its duration, scope of area or activity, or any other reason, the parties agree that such covenant shall be adjusted or modified by the court to the extent necessary to cure that invalidity, and the modified covenant shall thereafter be enforceable as if originally made in this Agreement. Employee agrees that the violation of any covenant contained in this Agreement may cause immediate and irreparable harm to D & M, Inc. the amount of which may be difficult or impossible to estimate or determine. If Employee violates any covenant contained in this Agreement, D & M, Inc. shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Employee (Print Full Name)

\_\_\_\_\_  
Name of Company (Print)

\_\_\_\_\_  
Employee Title (Print)

\_\_\_\_\_  
Name & Title of Representative (Print)

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Representative