**CONFIDENTIAL INFORMATION AND NON-COMPETITION AGREEMENT**

**THIS AGREEMENT** is made and entered into this day of , 20\_\_ by and between , a corporation (hereafter referred to as "Employer") and (hereafter referred to as "Employee").

**WHEREAS**, the parties hereto recognize that as a result of Employee's employment with Employer, Employee has access to information that is proprietary, secret and essential to the business of Employer; and

**WHEREAS**, as a condition of employment and/or continued employment by Employer, Employee agrees hereinafter to not divulge such information either while employed by Employer or after leaving the employ of Employer; and

**WHEREAS**, Employer and the Employee wish to insure that the time, effort, and funds expended by Employer in developing and maintaining the business of Employer will not be destroyed or adversely affected by competition in the future with Employer by the Employee; and

**WHEREAS**, Employer and Employee agree it is in their mutual interests to enter into this confidential information and non-competition agreement to further the aforesaid purposes.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, and the employment and/or continued employment of Employee by Employer, and the benefits to the Employee as a result thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Employee agree as follows:

1. Employer and Employee consider their relation one of confidence with respect to certain information as set forth hereinafter.

2. Employer and Employee agree that the following categories of information are confidential:

a. Financial Information, such as salaries earnings, assets, debts, prices, pricing structure, volume of purchases or sales or other financial data whether related to Employer, or to particular products, services, geographic areas, or time periods.

b. Supply and Service Information, such as goods and services, suppliers' names or addresses, terms of supply or information about potential suppliers to the extent that such information is not known to the public, and to the extent that the combination of suppliers or use of a particular supplier, though generally known or available, yields advantages to Employer, the details of which are not generally known to the public.

c. Marketing Information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of Employer, sales forecasts, results or marketing efforts, information about impending transactions and information or details regarding

any customers and their business relationship with Employer, including information regarding contracts between Employer and its customers, whether past, present or potential customers.

d. Work Product, such as all documentation, software, creative works, know-how and information created, in whole or in part by Employee within the scope of Employee's duties during Employee's employment by Employer, whether or not copyrightable or otherwise protectable, excluding inventions.

e. Inventions, such as all inventions, improvements, modifications, and enhancements, whether or not patentable, made by Employee within the scope of Employee's duties.

f. Proprietary Secrets, such as all documentation, software, know-how and information relating to the past, present or future business and services of Employer or any plans therefor, or relating to the past, present or future business of a third party or plans therefor which are disclosed to Employer, which Employer protects against disclosure to third parties.

g. Personnel Information, such as employees' personal or medical histories, compensation or other terms of employment, actual or proposed promotions, hirings, resignations, disciplinary actions, terminations or reasons therefor, training methods, performance, or other employee information.

h. Customer Information, such as any compilation of past, existing or prospective customers' names, addresses or agreements between customers and Employer, services rendered to customers by Employer, status of customers' accounts or credit, or related information about actual or prospective customers.

3. All of the terms set forth in Paragraph 2 are hereinafter referred to as Trade Secrets, which Trade Secrets are the sole and exclusive property of Employer. During employment, and upon termination of employment with Employer and thereafter, Employee will:

a. Hold all Trade Secrets in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy or use the Trade Secrets in any capacity, position or business other than for the performance of services for Employer; and

b. Use the Trade Secrets only in furtherance of proper employment-related reasons that such information is disclosed or discovered; and

c. Take all reasonable action that Employer deems necessary or appropriate to prevent unauthorized use or disclosure of or to protect Employer's interests in the Trade Secrets.

4. Employer and Employee agree that Employer is a valuable business engaged in the sale, service, lease, rental, and networking of computers, and computer related products, including but not limited to, software, printers, peripheral devices, etc., and the sales, service, lease and rental of typewriters, and typewriter related products, and by virtue of the Employee's association with the company the Employee will become familiar with Employer's business methods and trade data. Employer will sustain extensive damage if during the term of employment or for a period of two years following the termination of employment, the Employee is allowed to utilize such information and expertise other than for the benefit of Employer. Accordingly, the Employee hereby expressly covenants and agrees that Employee will not, during the term of Employee's employment with Employer, and for a period of two years after terminating such employment:

a. Own or conduct a computer and/or typewriter business of the type conducted by Employer within the City of Washington, D.C., the Maryland Counties known as Montgomery, Prince Georges and Frederick, the Virginia Cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park, the Virginia Towns of Clifton, Herndon, Vienna and Leesburg, and the Virginia counties known as Arlington, Fairfax, Loudoun and Prince William, and any other such town or city within the perimeter established by the Virginia and Maryland counties referenced above. The parties understand that these jurisdictions are the jurisdictions currently served or projected to be served by Employer at the time this agreement is entered into; or

b. Have an interest as an employee, partner, agent, stockholder, director officer, or otherwise in a computer and/or typewriter business similar to that of Employer within the jurisdictions referenced in paragraph 4(a) above; or

c. Contact any other employee, agent, or independent contractor employed by or contracted with Employer for the purposes of encouraging or suggesting any employee, agent or independent contractor leave or curtail his or her employment or business with Employer in any way; or

d. For the purpose of diverting actual or potential business from Employer, contact, solicit, become employed by, or transact business with any of the existing customers of Employer.

5. Upon termination of employment the Employee agrees to surrender all confidential and proprietary data, trade secrets, all business records, all customer lists, and copies thereof to Employer:

a. Employee understands that any violation of this Agreement will cause Employer immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, Employee hereby consents to the issuance, by any court having competent jurisdiction in the matter, at Employer's election, of a restraining order or preliminary and/or permanent injunction, without bond, restraining or enjoining such violation by Employee. Employee understands and agrees that such orders are in addition to, and do not limit the availability of, any other additional remedy, including an action at law for damages, which may be available to Employer.

b. Each section of this Agreement is severable. If any provision is held unenforceable by a court of competent jurisdiction, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in full force and effect. If any provision is unenforceable because of the breadth of area, subject or time to which it applies, the parties agree that the provision shall be enforced to the fullest extent permissible under law of the jurisdiction where enforcement is sought.

c. In the event Employer prevails in any action at law or in equity to enforce the terms of this Agreement, the Employee shall pay Employer its costs of such action, including reasonable attorneys' fees, in addition to all other remedies available to Employer.

6. This Agreement is not an employment agreement, but is the entire agreement between the parties concerning confidential information and non-competition. This agreement supersedes all prior agreements, and the parties acknowledge that there are no additional terms, oral or written, which are not contained in this Agreement. No modification of this Agreement shall be effective unless it be in writing, and be signed by both parties.

7. This Agreement inures to the benefit of and binds the parties, their successors, assigns or other legal representative.

8. This agreement shall be construed in accordance with the law of the Commonwealth of Virginia.

**IN WITNESS WHEREOF** the parties hereto affix their signatures and seals the date above first written.

**EMPLOYER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

**EMPLOYEE:**

 (SEAL)