

Nondisclosure and Non-competition Form

(a) At all times while this agreement is in force and after its expiration or termination.

_____ [agrees to refrain from disclosing Preston Industries' customer lists, trade secrets, or other confidential material. _____ agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.

(b) While this agreement is in force, the employee agrees to use [his/her] best efforts to abide by the nondisclosure and non-competition terms of this agreement.

(c) For purposes of this covenant not to compete, competition is defined as soliciting or accepting employment by, or rendering professional services to, any person or organization that is or was a client of Preston Industries during the term of _____'s work with Preston Industries and 6 months following the termination of the agreement.

This states that you can NOT solicit any work from clients of Preston Industries for private work while representing Preston Industries.

(ci) You also can NOT solicit any work from clients of Preston Industries for 6 months following your termination of work with Preston Industries.

(d) _____ agrees to pay liquidated damages in the amount of \$500 for any violation of the covenant not to compete.

IN WITNESS WHEREOF, Preston Industries and _____ have signed this agreement.

Preston Industries

[Independent Contractors Name]

Date: _____

Preston Industries

[Independent Contractor]

Date: _____