

# AGREEMENT

This Agreement ("Agreement") is entered into between Shane Group, Inc. d/b/a Silverback (SILVERBACK) and Douglas Kiel (PARTICIPANT) and arises as follows:

SILVERBACK has agreed to accept the services of PARTICIPANT who is engaged in a training program to further his/her skills, which training includes on-site work as is contemplated under this Agreement.

The parties desire to memorialize terms of the arrangements and agreement between them.

NOW THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties hereby agree as follows:

## COMPENSATION.

The monetary compensation to be received by PARTICIPANT is being paid by a third-party and SILVERBACK shall not be obligated to pay any monetary compensation to PARTICIPANT, SILVERBACK's consideration for this Agreement being that PARTICIPANT is permitted to gain experience in a work environment and working on SILVERBACK's software and computer system. This is not an agreement of employment and either party shall have the right to terminate this Agreement at any time.

## 1. NON-SOLICITATION

- 1.1 PARTICIPANT agrees and undertakes that PARTICIPANT will not, during the term of work under this Agreement at SILVERBACK, and for a period of twenty-four (24) months following termination of PARTICIPANT's work under this Agreement for any reason whatsoever, whether voluntary or otherwise, either directly or indirectly, on PARTICIPANT's own behalf or in the service of or on behalf of others, solicit, service, do business with or sell to or provide services to any customer of SILVERBACK to whom PARTICIPANT provided services to or had knowledge of or had access to data or information about during the time of PARTICIPANT's work under this Agreement with SILVERBACK, or who were customers with whom PARTICIPANT had any contact during his work under this Agreement.
- 1.2 PARTICIPANT also agrees and undertakes that PARTICIPANT will not, during the term of work under this Agreement at SILVERBACK, and for a period of twenty-four (24) months following termination of PARTICIPANT's work under this Agreement for any reason whatsoever, whether voluntary or otherwise, either directly or indirectly, on PARTICIPANT's own behalf or in the service of or on behalf of others, solicit or attempt to solicit any employees of SILVERBACK to leave the work under this Agreement of, or no longer render service to or for the benefit of SILVERBACK.

## 2. NON-DISCLOSURE

- 2.1 PARTICIPANT recognizes that disclosure of SILVERBACK's trade secrets as defined under the relevant state common law or statutory law is expressly forbidden and is not subject to the temporal or geographic restrictions otherwise specified in this Agreement. PARTICIPANT recognizes the sensitivity of the materials with which PARTICIPANT is entrusted and agrees that PARTICIPANT will not, during the term of work under this Agreement at SILVERBACK or at any time thereafter, disclose to an unauthorized person, firm or corporation any of SILVERBACK's trade secrets including, without limitation, customer identification, customer lists, proprietary information regarding SILVERBACK's business or technology, SILVERBACK's pricing and costing information, formulas, sales programs, PARTICIPANT relations materials, training materials, inventions, designs, business plans, processes, or other confidential, proprietary information. Further, as partial consideration for this Agreement, PARTICIPANT agrees that all code and other work created or performed by PARTICIPANT shall be the sole property of SILVERBACK and shall be the sole and exclusive property of SILVERBACK.

2.2 PARTICIPANT further agrees that following termination of PARTICIPANT's work under this Agreement for any reason whatsoever, whether voluntary or otherwise, PARTICIPANT will not take or retain SILVERBACK's property, including but not limited to, any manuals, drawings, financial information, blueprints, sales lists, specifications, equipment, computer software (however embodied), documents and papers containing proprietary information, or any tools, or formulae. Upon termination of work under this Agreement, PARTICIPANT agrees to return and deliver to SILVERBACK any or all of the foregoing, including copies and summaries.

### 3. CONTROLLING LAW AND LEGAL JURISDICTION

3.1 This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the **State of Indiana**, notwithstanding any conflict-of-laws doctrines.

### 4. PROPRIETARY RIGHTS TO INVENTIONS AND CREATIONS

4.1 During PARTICIPANT's work under this Agreement with SILVERBACK, he or she may, either directly or indirectly, work on or assist others working on product and process development, inventions, creations or designs. All ownership of such developments, inventions, creations or designs will remain for all purposes with SILVERBACK. It will be presumed that any such developments, inventions, creations or designs produced or started during PARTICIPANT's work under this Agreement with SILVERBACK that relate in any way to SILVERBACK's business will be deemed to have been done for the benefit of SILVERBACK.

### 5. AUTHORITY OF COURT TO MODIFY AGREEMENT

5.1 To the extent any of the restrictive covenants addressed in this Agreement are deemed by a court of competent jurisdiction to be overbroad or otherwise unenforceable, SILVERBACK and PARTICIPANT specifically request that the court adjust the scope of said restrictive covenants to reflect the maximum temporal and geographic scope permitted by law.

IN WITNESS HEREOF, the parties have read and agree to be bound by the terms and conditions set forth in this Agreement.

**SHANE GROUP, INC. d/b/a  
Silverback**

**PARTICIPANT**

BY: \_\_\_\_\_  
Scott Grotjan, Managing Partner

SIGNATURE: \_\_\_\_\_  
Douglas Kiel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

HOME ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_