

operational strategies to implement improvements and leadership systems and techniques which will lead to increase sales with greater margins. For purposes of this Agreement, "Territory" is defined as any territory in which you at any time: (i) performed any work for Company; (ii) solicited any services on behalf of Company; or (iii) interacted with any Customer of Company. For purposes of this Agreement, the term "Customer" includes, without limitation, any current or past customer of Company or any person or entity for which Company has solicited, provided a service or product, made a proposal to provide a service or product or identified such Person or entity as a prospect or with a view to providing services or products or otherwise is a Person who would benefit from the services of Company.

You agree that all Customers, suppliers and vendors whose relationships are managed by you, or with whom you have contact with during your employment, are Company's Customers, and that all fees and revenues produced from such relationships or contacts are the exclusive property of Company and as such give the Company a competitive advantage. You hereby waive and release all claims and rights of ownership to such Customer, supplier and vendor relationships, fees and revenues. During your employment with Company and for a period of two (2) years after termination of such engagement (by either party, for any reason), you agree that you will not directly or indirectly, whether alone or on behalf of any other Person or entity, solicit any of Company's Customers, suppliers or vendors in existence at the time of termination of such engagement nor shall you hire or entice or in any other manner persuade or attempt to persuade any contractor, independent contractor, dealer, supplier, client or Customer of Company to discontinue his, her or its relationship or violate any agreement with Company as contractor, independent contractor, supplier, client or Customer, as the case may be, and you shall not use the "Maine Pointe" name in any promotional materials or other communications, whether oral or written, with third parties. For purposes of this Agreement, "prospective customers" shall also include those customers being solicited by Company at the time of your termination.

During your employment and for a period of two (2) years after termination of such employment (by either party, for any reason), you shall not directly or indirectly, on your own behalf or on behalf of any other Person or entity, solicit, induce or encourage any employee or independent contractor of Company to leave such employment or engagement, whether such employment or engagement is pursuant to a contract or at will, or directly or indirectly, on your own behalf or on behalf of any other Person, employ or engage in any capacity any former employee or independent contractor of Company, unless such former employee or independent contractor of Company shall have ceased to be so employed or engaged by Company for a period of at least two (2) years immediately prior to such action by you. Notwithstanding the above, if, and only if, required by law to make this covenant enforceable, the restrictions set forth in this paragraph shall apply only to such current and former employees and independent contractors described above that reside within the geographic area encompassed within the Territory.

You shall disclose promptly to Company any and all inventions, discoveries and improvements (whether or not patentable or registerable under copyright or similar statutes), and all patentable or copyrightable works, initiated, conceived, discovered, reduced to practice, or made by you, either alone or in conjunction with others, during your employment with Company and directly related to the products and services of Company and its affiliates (hereinafter "Developments"). Except to the extent any rights in any Developments constitute a work made for hire under the U.S. Copyright Act, 17 U.S.C. § 101 et seq. that are owned ab initio by the Company and/or its applicable affiliate, you assigns all of

your right, title and interest in and to all Developments (including all intellectual property rights therein) to Company or its nominee without further compensation, including all rights or benefits therefor, including without limitation the right to sue and recover for past and future infringement. You acknowledge that any rights in any Developments constituting a work made for hire under the U.S. Copyright Act, 17 U.S.C. § 101 et seq. are owned upon creation by Company and/or its applicable affiliate as your employer. Whenever requested to do so by Company, you shall execute any and all applications, assignments or other instruments which Company shall deem necessary to apply for and obtain trademarks, patents or copyrights of the United States or any foreign country or otherwise protect the interests of Company and its affiliates therein. These obligations shall continue beyond the end of your employment with Company with respect to Developments initiated, conceived or made by you while employed by Company, and shall be binding upon your employers, assigns, executors, administrators and other legal representatives. In connection with your signing this offer letter, you have informed Company in writing of any interest in any inventions or intellectual property rights that you hold as of the date hereof. If Company is unable for any reason, after reasonable effort, to obtain your signature on any document needed in connection with the actions described in this paragraph, you hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as your agent and attorney in fact to act for and in your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by you.

You acknowledge and agree that the covenants and agreements contained in this offer letter are of the essence of your agreement with Company, that each of such covenants and agreements is reasonable and necessary to protect and preserve the interests and business of Company and its affiliates, and that the parties have exercised equal bargaining power in negotiating them. You further acknowledge and agree that: (i) each of such covenants and agreements is separate, distinct and severable, not only from the other of such covenants and agreements, but also from the remaining provisions of this agreement; (ii) the unenforceability of any such covenants or agreements shall not affect the validity or enforceability of any other such covenants or agreements or any other provision or provisions of this agreement; and (iii) in the event any court of competent jurisdiction or arbitrator, as applicable, determines, rules or holds that any such covenant or agreement hereof is overly broad or against the public policy of the state, then said court or arbitrator, as the case may be, is specifically authorized to reform and narrow said covenant or agreement to the extent necessary to make said reformed and narrowed covenant or agreement valid and enforceable. Finally, you acknowledge and agree that the covenants and agreements in this offer letter are agreed to by you in consideration of, among other things, Company's promise to provide you access to Confidential Information and the compensation paid or payable to you by Company pursuant to this offer letter.

You agree that any breach of the terms of these covenants would result in irreparable injury and damage to Company and its affiliates for which Company and its affiliates would have no adequate remedy at law; you therefore also agree that in the event of said breach or any threat of breach, Company shall be entitled to an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by you and/or any and all persons acting for and/or with you, without having to prove damages, in addition to any other remedies to which Company and its affiliates may be entitled at law or in equity. In addition, you agree that any breach of the terms of the Non-Competition, Non-Solicitation of Customers or Non-Solicitation of employee's covenants shall