

NEUMANN FINANCE COMPANY

Employee Acknowledgement and Agreement

I hereby represent and warrant to Neumann Finance Company ("Neumann" or the "Company") and its affiliates, assigns, and successors, as of the date written below, that as consideration for my offer of employment from the Company:

1. I am under no obligations, commitments or agreements (including but not limited to any restrictions relating to non-competition, non-solicitation of customers or non-solicitation of employees), whether contractual or otherwise, that would prevent me from accepting a position with the Company or performing all the duties required in connection with my employment with the Company, except for any such obligations, commitments or agreements that I have previously disclosed in writing to the Company.
2. My employment by the Company will not infringe or violate the rights of any other person or entity and there are no agreements or arrangements, whether written or oral, in effect that would prevent or conflict with my full performance of my employment duties and responsibilities to the Company. I have provided to the Company true and correct copies of all obligations, promises, commitments, or agreements, if any, related to non-competition, non-solicitation of customers or non-solicitation of employees, by and between myself and my previous employer.
3. I will not use or disclose, in connection with my employment with the Company or otherwise, any trade secrets or other proprietary confidential information in which any other person or entity has exclusive right, title or interest.
4. I will not directly or indirectly disclose, in any manner to any person or entity at any time, any trade secrets, intellectual property or other proprietary or confidential information ("Confidential Information") of the Company that is developed as a result of, or obtained by me in connection with, my employment by the Company. As used herein, "Confidential Information" shall mean all information concerning the Company and its business that is disclosed to or becomes known by me as a result of my employment with the Company, regardless of whether such information is communicated orally, maintained in writing or maintained electronically. By way of illustration, but not limitation, Confidential Information includes information concerning contacts at or knowledge of the Company's existing or prospective customers, vendors and referral sources; price lists; customer lists; sales leads; technology, solutions, and data; personnel records, salaries, commissions and benefits; Company products, services and processes; sales methods, strategies and models; customer service requirements, preferences and sales history; and pricing formulae and cost information for the Company's products or services.
5. I acknowledge and agree that all writings, documents, notes, improvements, know-how, programs, marketing material and collateral, concepts, data, reports, models, technology, solutions, processes, and all similar or related information relating to the Company's actual or anticipated business, research and development, or existing or future products or services that are conceived, developed or made by me ("Work Product") while employed by the Company shall be the sole and exclusive property of the Company. I further acknowledge and agree that all Work Product was, and are, works made for hire, and all rights, titles and interests in such works lie exclusively with the Company, and I reserve no right in such works. Under no circumstances may Confidential Information or Work Product be taken from Neumann's premises, property, or servers whether physical, digital, or otherwise following Employee's employment with Neumann. To the extent any Work Product may not be considered a work made for hire, or to the extent some or all rights do not lie exclusively with the Company, I irrevocably assign and transfer to the Company any title, right and/or interest that I may have in the Work Product under copyright, patent, trade secret and trademark law, without the necessity of further consideration. I further acknowledge and agree that he or she will not, directly or indirectly, use or disclose any Confidential Information for any purpose other than for Neumann's benefit in the ordinary course of Neumann's business or as otherwise expressly authorized by Neumann in writing.

6. I understand and acknowledge that it is reasonable for the Company to take steps to protect itself against employees soliciting or taking employees or Customers following the end of an employee's employment with the Company for whatever reason, including without limitation, resignation, layoff, reduction in work force, or termination by the Company (regardless of cause) ("termination of employment"). Accordingly, I promise and agree that during my employment and for a period of six (6) months following the date of termination of employment (the "Restricted Period"), I will not directly or indirectly, by subterfuge or otherwise, for myself or on behalf of any other person, firm or legal entity:
- a. solicit, entice, encourage or persuade, or attempt to solicit, entice, encourage or persuade, any employee, agent, independent contractor or vendor of the Company to leave, terminate or limit his/her/its relationship with the Company or to accept employment with or perform services for any other person or entity engaged in a business that competes with the business of the Company; and
 - b. do business with, solicit, divert or take away, or attempt to do business with, solicit, divert or take away, or refer a third party the business of, the Company's clients or customers, or prospective dealers, clients or customers, which were assigned and given to the Employee (as evidenced by the Company's systems or records) at any time during the twelve (12) months prior to the date of termination of employment with the Company.
7. I have read, and will abide by, the Code of Ethics and all confidentiality requirements of Wilmington Savings Fund Society, a copy of which has been provided to me on the date hereof.
8. I agree that any breach or threatened breach of any portion of Sections 4 and 6 herein will cause the Company substantial and irreparable harm for which monetary damages will not fully compensate the Company and therefore, in the event of any such breach or threatened breach, and in addition to such other legal or equitable remedies which may be available, the Company shall be entitled to specific performance of the obligations in this Agreement and injunctive relief to prevent any breaches of this Agreement without the posting of any bond, and any other legal or relief available under applicable law.
9. If any term or provision in this Agreement shall be held unenforceable for any reason, it shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

By: _____

Print Name: John Sokol

Date Signed: 