

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

TEKsystems, Inc.,

Case No. 10-CV-00819 (PJS/SRN)

Plaintiff,

v.

**ORDER FOR PERMANENT
INJUNCTION AND DISMISSAL OF
ACTION**

Brelyn Hammernik, f/k/a Brelyn Kritz,
Quinn VanGorden, Michael Hoolihan, and
Horizontal Integration, Inc.,

Defendants.

Based on a stipulation entered into by and between plaintiff TEKsystems, Inc. (“TEKsystems”) and defendants Brelyn Hammernik (“Hammernik”), Quinn VanGorden (“VanGorden”), Michael Hoolihan (“Hoolihan”) and Horizontal Integration (“Horizontal”) (Horizontal, Hammernik, VanGorden and Hoolihan are collectively referred to as “Defendants”), the Court enters the following permanent injunction (“Order”). For purposes of this Order, TEKsystems and Defendants shall collectively be referred to as the “Parties.”

I. For purposes of this Order, the following definitions will apply:

A. The word “Business” (when capitalized only) means providing information technology staff augmentation services, including recruiting, employing, and providing the services of technology and communications professionals on a temporary or permanent basis as well as providing managed and component services to companies and other entities throughout the United States. “Managed component services” means applications, infrastructure

and education services that can scale from a managed service, project-based or outsourced model depending on the management and responsibility a customer or partner is looking to assume. “Business” does not mean interactive marketing project work. “Interactive marketing project work” means user experience design, creative design, technical development and deployment of internet based solutions. The use of the word “business” (in lower case) in this Injunction shall have its ordinary meaning.

- B. The word “Documents” shall have the broadest meaning ascribed to it under the Federal Rules of Civil Procedure, and shall include documents in paper form, electronic form, on “cloud” systems or otherwise maintained in any way by Defendants.
- C. The word “Computers” shall refer to all servers, hard drives, “cloud” storage systems, jump drives, zip drives, CBIZ or other electronic storage devices that are owned, controlled or in the possession of any of the Defendants.
- D. The phrase “Hammernik and Hoolihan Customers” means those persons listed in Attachment 1 of this Injunction, which information is incorporated into the terms of this Injunction by reference.
- E. The phrase “the Restricted Customer” means the person listed in Attachment 2 of this Injunction, which information is incorporated into the terms of this Injunction by reference.

- F. The phrase “the VanGorden Customers” means the persons listed in Attachment 3 of this Injunction, which information is incorporated into the terms of this Injunction by reference.
 - G. The phrase “the Horizontal Customers” means the persons listed in Attachment 4 of this Injunction, which information is incorporated into the terms of this Injunction by reference.
 - H. The phrase “the Hammernik, Hoolihan and VanGorden Candidates” means the persons listed in Attachment 5 of this Injunction, which information is incorporated into the terms of this Injunction by reference.
 - I. The phrase “the TEKsystems Candidates” means the persons listed in Attachment 6 of this Injunction, which information is incorporated into the terms of this Injunction by reference.
 - J. The words “Customer” or “Customers,” as used in Sections VI, VII and VIII below, means, collectively, the Hammernik and Hoolihan Customers, the VanGorden Customers and the Horizontal Customers.
 - K. The phrase “the TEKsystems’ Regular Employees” has the meaning given to it in the agreements attached as Attachment 7 of this Injunction, which information is incorporated into the terms of this Injunction by reference. These Agreements shall be referred to in this Stipulation as “the TEKsystems Employment Agreements.”
- II. Defendants shall (both collectively and individually) locate, identify, return to TEKsystems and then remove\erase\destroy all Documents Hammernik, VanGorden

and/or Hoolihan took from TEKsystems by any means whatsoever that evidence, summarize, refer or relate to TEKsystems' business. In complying with this obligation, Defendants shall take each of the following steps:

- (i) Defendants shall search all Computers belonging to them, in their possession or under their control for any Documents in Defendants' possession or control from March 1, 2009 to the date the Injunction is entered as an order of the Court. Defendants shall complete this search within 10 days of the date the Injunction is entered by the Court.
- (ii) Defendants shall identify to TEKsystems all Documents found as a result of complying with subparagraph (i) of this Paragraph II by providing TEKsystems with electronic copies of all Documents, along with the identification of the Computer on which each Document was found, within 15 days of the date the Court enters the Injunction.
- (iii) Within 20 days of the date the Court enters the Injunction, Defendants shall permanently remove\destroy\erase all Documents found as a result of complying with subparagraph (i) of this Paragraph II. By the same date, each Defendants shall provide a sworn affidavit stating that he, she or it has complied with the terms of subparagraphs (i) through (iii) of this Paragraph II.
- (iv) Within 30 days of the date the Court enters the Injunction, TEKsystems shall have the right to identify a forensic computer specialist chosen by it to analyze and review the Computers to confirm that the Documents have

been permanently removed\erased\destroyed. The forensic expert shall then have 60 days to analyze and review the Computers and shall be given reasonable access on-site at Horizontal to the Computers by Defendants to assure compliance with the terms of Subparagraphs (i) – (iii) above and the Defendants shall cooperate to ensure that this analysis is completed. TEKsystems will not have access to the Defendants' Computers and the forensic computer specialist shall not provide any documents, data or information that evidences, summarizes, refers or relates to Horizontal Integration's business or personal information of its employees. TEKsystems will be responsible for paying all fees and costs charged by the forensic computer specialist.

III. For twelve (12) months following August 26, 2010, Hammernik and Hoolihan shall not contact, solicit, or accept Business from the Hammernik and Hoolihan Customers. Additionally, Hoolihan shall not contact, solicit, or accept Business from the Restricted Customer. This provision shall include Hammernik and Hoolihan contacting or actively soliciting Business from the Hammernik and Hoolihan Customers and\or responding to requests from any Hammernik and Hoolihan Customer for Business during the period of restriction.

IV. For twelve months following August 26, 2010, VanGorden shall not contact, solicit, or accept Business from the VanGorden Customers. This provision shall include VanGorden contacting or actively soliciting Business from the VanGorden

Customers and/or responding to requests from any VanGorden Customer for Business during the period of restriction.

V. For twelve (12) months following August 26, 2010, Horizontal shall not contact, solicit, or accept Business from the Horizontal Customers. This provision shall include Horizontal contacting or actively soliciting Business from the Horizontal Customers and/or responding to requests from any Horizontal Customer for Business during the period of restriction.

VI. For fourteen (14) months following August 26, 2010, Hammernik, Hoolihan and VanGorden shall not contact or solicit the Hammernik, Hoolihan and VanGorden Candidates with the intent of establishing a Business relationship with those Candidates or so that Defendants may recommend those Candidates to any Customer in order to obtain Business from that Customer.

VII. For twelve (12) months following August 26, 2010, Horizontal shall not contact or solicit any of the TEKsystems Candidates with the intent of Defendants recommending the TEKsystems Candidates to any Customer in order to obtain Business from that Customer.

VIII. In order to assure that Defendants comply with the terms of Paragraphs VI and VII above, and during the term set forth in Paragraph VII, Horizontal will be permitted to place the names of the TEKsystems Candidates only on its CBIZ system solely for the purpose of assuring that these persons are not contacted by Horizontal employees. Horizontal shall include only the names of the TEKsystems Candidates within the CBIZ system along with an indication next to each name that the person is not

to be contacted by any Horizontal employees during the period set forth in Paragraph VII. Upon expiration of the period set forth in Paragraph VII, Horizontal will fully and completely remove the names of the TEKsystems Candidates from its CBIZ system and shall return to TEKsystems all copies of Exhibits A and B to the Settlement Agreement (with the exception of any copies of Exhibits A and B that are retained by Defendants' counsel solely for inclusion in counsel's file regarding the Lawsuit). Defendants shall also provide affidavits stating that they have removed\returned the names and lists as provided in this subparagraph. Additionally, this subparagraph shall in no way alter the obligations of Hammernik, Hoolihan and VanGorden under Paragraph VI above.

IX. For twelve months following August 26, 2010, Defendants shall not contact or solicit any of the TEKsystems Regular Employees for the purpose of seeking to have a TEKsystems Regular Employee become employed by Horizontal or any company that may now, or during the restricted period, become associates with it.

X. Should Hammernik, VanGorden or Hoolihan leave the employ of Horizontal, their respective TEKsystems Employment Agreements will control any post-employment conduct by that individual, not the terms of this Stipulation and Order entered by the Court.

XI. Attachments 1 through 6 of the Injunction shall be filed under seal pursuant to the Stipulation For Entry Of Confidentiality Agreement and Protective Order [Docket Entry No. 13] and the Court's Order regarding that Stipulation [Docket Entry No. 15] given that they contain information that is deemed confidential to the Parties' respective businesses and business pursuits. The Court finds that disclosure of this information to

the general public would have an adverse impact on the Parties' respective businesses and business pursuits.

XII. The Court enters this Order pursuant to the Stipulation For Permanent Injunction and Dismissal of Action [Docket Entry No. 19], in which the parties have agreed to resolve all claims, counterclaims and potential claims against each other, with the understanding that nothing in the Stipulation or Order may be construed as an admission by any of the parties, and that all parties have specifically denied any liability or unlawful conduct whatsoever.

XIII. As of the Date this Order is entered, this action is dismissed with prejudice, with each party to bear its own attorneys' fees and costs, with the specific understanding that the Order shall remain in full force and effect until its terms and conditions are completely fulfilled.

Dated: October 18, 2010

s/Patrick J. Schiltz

Patrick J. Schiltz

United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

**PLACEHOLDER FOR
ATTACHMENTS 1 THROUGH 6 TO
PERMANENT INJUNCTION AND
DISMISSAL OF ACTION**

TEKsystems, Inc.,

Plaintiff,

v.

Case Number: 10-cv-00819 (PJS-SRN)

Brelyn Hammernick, f/k/a Brelyn Kritz, Quinn
VanGorden, Michael Hoolihan, and
Horizontal Integration, Inc.,

Defendants.

This document is a place holder for the following item(s) which are filed in conventional or physical form with the Clerk's Office:

Attachment 1 to Permanent Injunction and Dismissal of Action – Restricted Customers list

Attachment 2 to Permanent Injunction and Dismissal of Action – Restricted Customer list

Attachment 3 to Permanent Injunction and Dismissal of Action – Restricted Customer list

Attachment 4 to Permanent Injunction and Dismissal of Action – Restricted Customer list

Attachment 5 to Permanent Injunction and Dismissal of Action – Restricted Candidate list

Attachment 6 to Permanent Injunction and Dismissal of Action – Restricted Candidates list

If you are a participant in this case, this filing will be served upon you in conventional format.

This filing was not e-filed for the following reason(s):

☐ Voluminous Document* (Document number of order granting leave to file conventionally: ☐)

☐ Unable to Scan Documents (e.g., PDF file size of one page larger than 2MB, illegible when scanned)

☐ Physical Object (description):

☐ Non Graphical/Textual Computer File (audio, video, etc.) on CD or other media

☒ Items Under Seal pursuant to a court order* (Document number of protective order: 15

☐ Item Under Seal pursuant to the Fed. R. Civ. P. 5.2 and Fed. R. Crim. P. 49.1

(Document number of redacted version: ☐)

☐ Other (description):

* Filing of these items requires Judicial Approval.

E-file this place holder in ECF in place of the documents filed conventionally. File a copy of this Placeholder and a copy of the NEF with the Clerk's Office along with the conventionally filed item(s).

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**ATTACHMENT 7 TO PERMANENT INJUNCTION AND
DISMISSAL OF ACTION**

CIVIL ACTION NO. 10-CV-00819 (PJS-SRN)

SSN:

REDACTED

**NATIONAL RECRUITER EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (this "Agreement"), made this January day of 08, 2007, by and between TEKsystems, Inc., hereinafter referred to as "TEKsystems", and Brelyn Kritz referred to as "EMPLOYEE."

WHEREAS, TEKsystems and its related companies and subsidiaries and affiliates, Onsite Companies, Inc. and Mentor 4, Inc. (hereinafter collectively, the "TEKsystems Companies") are engaged in the highly competitive businesses of: recruiting and providing scientific, engineering, technical, industrial, office support, financial and accounting support and/or other personnel on a temporary or permanent basis to companies throughout the United States; providing information systems, information technology, and telecommunications staffing, solutions and other services to companies throughout the United States; and other lines of business the TEKsystems Companies engage in, enter, or prepare to enter during EMPLOYEE's employment (hereinafter collectively the "TEKsystems' Business").

WHEREAS, the parties hereto recognize and acknowledge that in the performance of these services, and in the performance of this Agreement, EMPLOYEE will acquire Confidential Information (as defined in Paragraph 6 hereof) of the TEKsystems Companies. EMPLOYEE further acknowledges that the Confidential Information is a valuable and basic business property right of TEKsystems, and that the same is information and knowledge not generally known in the public domain.

WHEREAS, the parties hereto recognize and do hereby acknowledge, that the maintenance of secrecy and privacy concerning the Confidential Information is absolutely essential, and is of the utmost importance to the business affairs, value, effectiveness and continuing viable business status of TEKsystems.

WHEREAS, the parties hereto recognize, and do hereby acknowledge, that the disclosure or relating of the Confidential Information to other third party persons or organizations will irreparably and substantially cause considerable financial and other loss, detriment and damage to TEKsystems.

WHEREAS, the parties hereto recognize and do hereby acknowledge that the appropriation or collection for future use, whether directly or indirectly, of the Confidential Information would also cause financial loss, detriment or damage to TEKsystems.

WHEREAS, EMPLOYEE will become intimately involved with TEKsystems' Business and with said Confidential Information, and by virtue of such employment will become personally acquainted with the business connections, customers, clients and trade of TEKsystems.

WHEREAS, TEKsystems desires to be able to impart the Confidential Information to EMPLOYEE with the secure knowledge that such Confidential Information will be solely and strictly used for its sole benefit and not in competition with or to the detriment of TEKsystems, directly or indirectly, by EMPLOYEE or any of his/her agents, servants, future Employees or consultants or future employers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and restrictions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, each of the parties, their respective personal representatives, heirs, successors and assigns, intending to be legally bound hereby agree as follows:

1. **AGREEMENT OF EMPLOYMENT:** TEKsystems hereby employs or agrees to continue to employ the above named EMPLOYEE for the position of Recruiter, with a base annual salary of \$30,000, to be paid in weekly installments or on such other periodic basis as shall be determined by TEKsystems, plus incentive pay as may be determined by TEKsystems in its sole and absolute discretion from time to time.

Commencing on the date of this Agreement, the EMPLOYEE agrees to be so employed and may be promoted and compensated accordingly at TEKsystems' sole and absolute discretion. The scope of EMPLOYEE's employment, including duties, assignments, positions and all responsibilities, shall be as established by TEKsystems from time to time, whether orally or in writing. The parties agree that EMPLOYEE shall devote his/her full time, attention and energies to the business of TEKsystems and during the term of this Agreement shall not enter into any other business activity that interferes with EMPLOYEE's duties and responsibilities for TEKsystems.

2. **TERM OF EMPLOYMENT:** The term of employment shall continue until terminated by either party. EMPLOYEE agrees and expressly understands that the term of employment under this Agreement is "at will,"

with no certain term of employment being offered or promised and that no guaranteed or definite term of employment is being given or implied by this Agreement. Although EMPLOYEE's employment is "at will," EMPLOYEE agrees to provide TEKsystems two (2) weeks advance notice of EMPLOYEE's decision to terminate employment. It is further expressly understood and agreed by EMPLOYEE that TEKsystems may terminate EMPLOYEE's employment with TEKsystems at any time either with or without cause, in TEKsystems' sole and absolute discretion. In the event that TEKsystems terminates EMPLOYEE's employment for cause as determined solely by TEKsystems, then EMPLOYEE shall not be entitled to any advance notice of said termination. Should EMPLOYEE's employment be terminated by TEKsystems without cause, then EMPLOYEE shall be afforded a minimum of twenty-four (24) hours notice of said termination. Such notice shall be given to EMPLOYEE either orally or in writing and if in writing shall be effective as of the date delivered, or sent, if by mail, to EMPLOYEE's last known address carried on TEKsystems' files. EMPLOYEE agrees to keep TEKsystems informed as to EMPLOYEE's current living and mailing address at all times while employed by TEKsystems.

If EMPLOYEE's employment with TEKsystems is terminated by either EMPLOYEE or TEKsystems, the parties agree that the terms of Paragraphs 3 through 13 of this Agreement shall survive the termination of EMPLOYEE's employment with TEKsystems.

3. NON-COMPETE COVENANT: EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by TEKsystems or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly engage in or prepare to engage in, or be employed by, any business that is engaging in or preparing to engage in any aspect of TEKsystems' Business in which EMPLOYEE performed work during the two (2) year period preceding his/her termination of employment, within a radius of fifty (50) miles of the office in which EMPLOYEE worked at the time EMPLOYEE's employment terminated or any other office in which EMPLOYEE worked during the two (2) years preceding termination of employment, or as much geographic territory as a court of competent jurisdiction deems reasonable. The prohibitions contained in this Paragraph shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with

EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

4. **NON-SOLICITATION COVENANT:** EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by TEKsystems or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly:

(a) Approach, contact, solicit or induce any individual, corporation or other entity which is a client or customer of any of the TEKsystems Companies, about which EMPLOYEE obtained knowledge by reason of EMPLOYEE's employment by TEKsystems, in an attempt to:

(i) enter into any business relationship with a client or customer of any of the TEKsystems Companies if the business relationship is competitive with any aspect of TEKsystems' Business in which EMPLOYEE worked during the two (2) year period preceding termination of employment, or

(ii) reduce or eliminate the business such client or customer conducts with the TEKsystems Companies; or

(b) Approach, contact, solicit or induce any Regular Employee of the TEKsystems Companies:

(i) to provide services to any individual, corporation or entity whose business is competitive with any of the TEKsystems Companies, or

(ii) to leave the employ of any of the TEKsystems Companies; or

(c) Approach, contact, solicit or induce any person who has been a Contract Employee within the two (2) year period prior to the date of termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge by reason of EMPLOYEE's employment with the TEKsystems Companies:

(i) to cease working for any of the TEKsystems Companies at clients or customers of the TEKsystems Companies, or

(ii) to refrain from beginning work for any of the TEKsystems Companies at clients or customers of any of the TEKsystems Companies, or

(iii) to provide services to any individual, corporation or entity whose business is competitive with any of the TEKsystems Companies.

As used in this Paragraph 4: "Regular Employee" means an employee of TEKsystems who is not a "Contract Employee"; and "Contract Employee" means an employee of any of the TEKsystems Companies who is or was employed to work at customers or clients of any of the TEKsystems Companies.

The prohibitions contained in (a), (b) and (c) above shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

5. **INDEMNIFICATION & HOLD HARMLESS:** EMPLOYEE represents and warrants that EMPLOYEE's employment with TEKsystems will not violate the terms and conditions of any agreements entered into by EMPLOYEE prior to or during EMPLOYEE's employment with TEKsystems. EMPLOYEE covenants and agrees to indemnify and hold TEKsystems harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by EMPLOYEE.

6. **COVENANT NOT TO DIVULGE CONFIDENTIAL INFORMATION:** EMPLOYEE covenants and agrees that, except as required by the proper performance of EMPLOYEE's duties for TEKsystems, EMPLOYEE shall not use, disclose or divulge any Confidential Information of TEKsystems to any other person, entity or company besides the TEKsystems Companies. For purposes of this Agreement, "Confidential Information" shall mean information not generally known by TEKsystems' competitors or the general public concerning the TEKsystems Companies and that the TEKsystems Companies take reasonable measures to keep secret, including but not limited to: their financial affairs, sales and marketing strategy, acquisition plans, pricing and costs; their customers' names, addresses, telephone numbers, contact persons, staffing requirements, margin tolerances regarding pricing, and the names, addresses, telephone numbers, skill sets, availability and wage rates of its temporary or contract personnel; sales, recruiting, pricing and

marketing techniques, sales and recruiting manuals, forms and processes for acquiring and recording information, financial controls, and management practices, procedures and processes.

7. **RETURN OF RECORDS:** EMPLOYEE agrees, upon termination of EMPLOYEE's employment with TEKsystems for any reason whatsoever, to return to TEKsystems all records and other property (whether on paper, computer discs or in some other form), copies of records, and papers belonging or pertaining to the TEKsystems Companies.

8. **REMEDIES; DAMAGES:** (a) EMPLOYEE recognizes that irreparable damage will result to TEKsystems in the event of the violation of any covenant contained in Paragraphs 3, 4, 6 and 7 hereof made by EMPLOYEE, and agrees that in the event of such violation, TEKsystems, in addition to and without limiting any other remedy or right that it may have, shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such violations by EMPLOYEE. In furtherance of the foregoing, EMPLOYEE hereby waives any and all defenses EMPLOYEE may have on the ground of the lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of the foregoing right shall not preclude any other rights and remedies at law or in equity that TEKsystems may have.

(b) EMPLOYEE further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation by EMPLOYEE of the covenants contained in Paragraphs 3, 4 and 6 hereof. EMPLOYEE agrees that as damages arising as a consequence of a violation of the covenants contained in Paragraphs 3, 4 and 6, EMPLOYEE shall pay to TEKsystems an amount equal to one hundred percent (100%) of the gross profit, or twenty-five percent (25%) of the gross sales, whatever amount is greater, resulting from business generated by EMPLOYEE, either directly or indirectly, on EMPLOYEE's own account or as agent, owner, officer, director, trustee, creator, partner, consultant, stockholder, employer, employee, or otherwise for or in conjunction with any other person or entity, through soliciting or otherwise competing for accounts or personnel in violation of Paragraphs 3, 4 or 6 hereof.

9. **WAIVER OF BREACH:** The waiver by TEKsystems of a breach of any provision of this Agreement by the EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by the EMPLOYEE.

10. **SITUS OF AGREEMENT; JURISDICTION:** This Agreement is being entered into in the State of Maryland and thus shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Circuit Court for the county in the State of Maryland in which TEKsystems' principal place of business is located, or any Federal court sitting in the State of Maryland, for the purposes of any controversy, claim, dispute or action arising out of or related to this Agreement, and hereby waives any defense of any inconvenient forum and any right of jurisdiction on account of EMPLOYEE's place of residence or domicile.

11. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any circumstance or party hereto, shall, to any extent, be invalid or unenforceable in any jurisdiction, the remainder of this Agreement, or application of such term, provision, covenant or condition to such circumstance or party, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidation or unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Without limiting the generality of the foregoing, if a court of competent jurisdiction should determine that any of the restrictions contained in Paragraphs 3, 4 or 6 hereof are unreasonable in terms of scope, duration, geographic area or otherwise, such provision shall be deemed reformed to the minimum extent necessary such that such restriction shall be rendered enforceable.

12. **WAIVER OF RIGHT TO JURY TRIAL:** BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EMPLOYEE'S EMPLOYMENT WITH TEKsystems, OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

13. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties with respect to the subject matter covered by this Agreement. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties hereto pertaining to the subject matter covered by this Agreement,

and may not be changed orally. EMPLOYEE consents and agrees that TEKsystems may assign this Agreement to any subsidiary, parent, affiliate or successor of TEKsystems, or to any transferee of all or substantially all of the assets of TEKsystems, and such assignment shall not, in and of itself, constitute a termination of the EMPLOYEE's employment hereunder. The parties hereto understand that this Agreement shall remain in effect notwithstanding any job change or job assignment by EMPLOYEE within TEKsystems or its organization. EMPLOYEE acknowledges that the covenants and conditions of this Agreement are reasonable and fair. EMPLOYEE further recognizes that the restrictions and conditions contained herein are necessary for the protection of TEKsystems' Business.

As WITNESS the hands and seals of the parties hereto the year and day first above written.

WITNESS:

TEKsystems, Inc.

Mary Connolly

By: Justin R. Johnson (SEAL)

WITNESS:

EMPLOYEE

Mary Connolly

Bryan Kiff (SEAL)

SSN: REDACTED



NATIONAL RECRUITER EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement"), made this 13th day of January, 2005, by and between TEKsystems, Inc., hereinafter referred to as "TEKsystems", and Quinn VanGorden referred to as "EMPLOYEE."

WHEREAS, TEKsystems and its related companies and subsidiaries and affiliates, Onsite Companies, Inc. and Mentor 4, Inc. (hereinafter collectively, the "TEKsystems Companies") are engaged in the highly competitive businesses of: recruiting and providing scientific, engineering, technical, industrial, office support, financial and accounting support and/or other personnel on a temporary or permanent basis to companies throughout the United States; providing information systems, information technology, and telecommunications staffing, solutions and other services to companies throughout the United States; and other lines of business the TEKsystems Companies engage in, enter, or prepare to enter during EMPLOYEE's employment (hereinafter collectively the "TEKsystems' Business").

WHEREAS, the parties hereto recognize and acknowledge that in the performance of these services, and in the performance of this Agreement, EMPLOYEE will acquire Confidential Information (as defined in Paragraph 6 hereof) of the TEKsystems Companies. EMPLOYEE further acknowledges that the Confidential Information is a valuable and basic business property right of TEKsystems, and that the same is information and knowledge not generally known in the public domain.

WHEREAS, the parties hereto recognize and do hereby acknowledge, that the maintenance of secrecy and privacy concerning the Confidential Information is absolutely essential, and is of the utmost importance to the business affairs, value, effectiveness and continuing viable business status of TEKsystems.

WHEREAS, the parties hereto recognize, and do hereby acknowledge, that the disclosure or relating of the Confidential Information to other third party persons or organizations will irreparably and substantially cause considerable financial and other loss, detriment and damage to TEKsystems.

WHEREAS, the parties hereto recognize and do hereby acknowledge that the appropriation or collection for future use, whether directly or indirectly, of the Confidential Information would also cause financial loss, detriment or damage to TEKsystems.

WHEREAS, EMPLOYEE will become intimately involved with TEKsystems' Business and with said Confidential Information, and by virtue of such employment will become personally acquainted with the business connections, customers, clients and trade of TEKsystems.

WHEREAS, TEKsystems desires to be able to impart the Confidential Information to EMPLOYEE with the secure knowledge that such Confidential Information will be solely and strictly used for its sole benefit and not in competition with or to the detriment of TEKsystems, directly or indirectly, by EMPLOYEE or any of his/her agents, servants, future Employees or consultants or future employers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and restrictions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, each of the parties, their respective personal representatives, heirs, successors and assigns, intending to be legally bound hereby agree as follows:

1. **AGREEMENT OF EMPLOYMENT:** TEKsystems hereby employs or agrees to continue to employ the above named EMPLOYEE for the position of Recruiter, with a base annual salary of \$30,000, to be paid in weekly installments or on such other periodic basis as shall be determined by TEKsystems, plus incentive pay as may be determined by TEKsystems in its sole and absolute discretion from time to time.

Commencing on the date of this Agreement, the EMPLOYEE agrees to be so employed and may be promoted and compensated accordingly at TEKsystems' sole and absolute discretion. The scope of EMPLOYEE's employment, including duties, assignments, positions and all responsibilities, shall be as established by TEKsystems from time to time, whether orally or in writing. The parties agree that EMPLOYEE shall devote his/her full time, attention and energies to the business of TEKsystems and during the term of this Agreement shall not enter into any other business activity that interferes with EMPLOYEE's duties and responsibilities for TEKsystems.

2. **TERM OF EMPLOYMENT:** The term of employment shall continue until terminated by either party. EMPLOYEE agrees and expressly understands that the term of employment under this Agreement is "at will,"

with no certain term of employment being offered or promised and that no guaranteed or definite term of employment is being given or implied by this Agreement. Although EMPLOYEE's employment is "at will," EMPLOYEE agrees to provide TEKsystems two (2) weeks advance notice of EMPLOYEE's decision to terminate employment. It is further expressly understood and agreed by EMPLOYEE that TEKsystems may terminate EMPLOYEE's employment with TEKsystems at any time either with or without cause, in TEKsystems' sole and absolute discretion. In the event that TEKsystems terminates EMPLOYEE's employment for cause as determined solely by TEKsystems, then EMPLOYEE shall not be entitled to any advance notice of said termination. Should EMPLOYEE's employment be terminated by TEKsystems without cause, then EMPLOYEE shall be afforded a minimum of twenty-four (24) hours notice of said termination. Such notice shall be given to EMPLOYEE either orally or in writing and if in writing shall be effective as of the date delivered, or sent, if by mail, to EMPLOYEE's last known address carried on TEKsystems' files. EMPLOYEE agrees to keep TEKsystems informed as to EMPLOYEE's current living and mailing address at all times while employed by TEKsystems.

If EMPLOYEE's employment with TEKsystems is terminated by either EMPLOYEE or TEKsystems, the parties agree that the terms of Paragraphs 3 through 13 of this Agreement shall survive the termination of EMPLOYEE's employment with TEKsystems.

3. **NON-COMPETE COVENANT:** EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by TEKsystems or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly engage in or prepare to engage in, or be employed by, any business that is engaging in or preparing to engage in any aspect of TEKsystems' Business in which EMPLOYEE performed work during the two (2) year period preceding his/her termination of employment, within a radius of fifty (50) miles of the office in which EMPLOYEE worked at the time EMPLOYEE's employment terminated or any other office in which EMPLOYEE worked during the two (2) years preceding termination of employment, or as much geographic territory as a court of competent jurisdiction deems reasonable. The prohibitions contained in this Paragraph shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with

EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

4. **NON-SOLICITATION COVENANT:** EMPLOYEE agrees that upon the termination of EMPLOYEE's employment, whether by TEKsystems or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not directly or indirectly:

(a) Approach, contact, solicit or induce any individual, corporation or other entity which is a client or customer of any of the TEKsystems Companies, about which EMPLOYEE obtained knowledge by reason of EMPLOYEE's employment by TEKsystems, in an attempt to:

(i) enter into any business relationship with a client or customer of any of the TEKsystems Companies if the business relationship is competitive with any aspect of TEKsystems' Business in which EMPLOYEE worked during the two (2) year period preceding termination of employment, or

(ii) reduce or eliminate the business such client or customer conducts with the TEKsystems Companies; or

(b) Approach, contact, solicit or induce any Regular Employee of the TEKsystems Companies:

(i) to provide services to any individual, corporation or entity whose business is competitive with any of the TEKsystems Companies, or

(ii) to leave the employ of any of the TEKsystems Companies; or

(c) Approach, contact, solicit or induce any person who has been a Contract Employee within the two (2) year period prior to the date of termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge by reason of EMPLOYEE's employment with the TEKsystems Companies:

(i) to cease working for any of the TEKsystems Companies at clients or customers of the TEKsystems Companies, or

(ii) to refrain from beginning work for any of the TEKsystems Companies at clients or customers of any of the TEKsystems Companies, or

(iii) to provide services to any individual, corporation or entity whose

business is competitive with any of the TEKsystems Companies.

As used in this Paragraph 4: "Regular Employee" means an employee of TEKsystems who is not a "Contract Employee"; and "Contract Employee" means an employee of any of the TEKsystems Companies who is or was employed to work at customers or clients of any of the TEKsystems Companies.

The prohibitions contained in (a), (b) and (c) above shall extend to (i) activities undertaken by EMPLOYEE directly on EMPLOYEE's own behalf, and to (ii) activities undertaken by EMPLOYEE indirectly through any individual, corporation or entity which undertakes such prohibited activities with EMPLOYEE's assistance and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

5. **INDEMNIFICATION & HOLD HARMLESS:** EMPLOYEE represents and warrants that EMPLOYEE's employment with TEKsystems will not violate the terms and conditions of any agreements entered into by EMPLOYEE prior to or during EMPLOYEE's employment with TEKsystems. EMPLOYEE covenants and agrees to indemnify and hold TEKsystems harmless from any and all suits and claims arising out of any breach of any terms and conditions contained in any such agreements entered into by EMPLOYEE.

6. **COVENANT NOT TO DIVULGE CONFIDENTIAL INFORMATION:** EMPLOYEE covenants and agrees that, except as required by the proper performance of EMPLOYEE's duties for TEKsystems, EMPLOYEE shall not use, disclose or divulge any Confidential Information of TEKsystems to any other person, entity or company besides the TEKsystems Companies. For purposes of this Agreement, "Confidential Information" shall mean information not generally known by TEKsystems' competitors or the general public concerning the TEKsystems Companies and that the TEKsystems Companies take reasonable measures to keep secret, including but not limited to: their financial affairs, sales and marketing strategy, acquisition plans, pricing and costs; their customers' names, addresses, telephone numbers, contact persons, staffing requirements, margin tolerances regarding pricing, and the names, addresses, telephone numbers, skill sets, availability and wage rates of its temporary or contract personnel; sales, recruiting, pricing and

marketing techniques, sales and recruiting manuals, forms and processes for acquiring and recording information, financial controls, and management practices, procedures and processes.

7. **RETURN OF RECORDS:** EMPLOYEE agrees, upon termination of EMPLOYEE's employment with TEKsystems for any reason whatsoever, to return to TEKsystems all records and other property (whether on paper, computer discs or in some other form), copies of records, and papers belonging or pertaining to the TEKsystems Companies.

8. **REMEDIES; DAMAGES:** (a) EMPLOYEE recognizes that irreparable damage will result to TEKsystems in the event of the violation of any covenant contained in Paragraphs 3, 4, 6 and 7 hereof made by EMPLOYEE, and agrees that in the event of such violation, TEKsystems, in addition to and without limiting any other remedy or right that it may have, shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such violations by EMPLOYEE. In furtherance of the foregoing, EMPLOYEE hereby waives any and all defenses EMPLOYEE may have on the ground of the lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of the foregoing right shall not preclude any other rights and remedies at law or in equity that TEKsystems may have.

(b) EMPLOYEE further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation by EMPLOYEE of the covenants contained in Paragraphs 3, 4 and 6 hereof. EMPLOYEE agrees that as damages arising as a consequence of a violation of the covenants contained in Paragraphs 3, 4 and 6, EMPLOYEE shall pay to TEKsystems an amount equal to one hundred percent (100%) of the gross profit, or twenty-five percent (25%) of the gross sales, whichever amount is greater, resulting from business generated by EMPLOYEE, either directly or indirectly, on EMPLOYEE's own account or as agent, owner, officer, director, trustee, creator, partner, consultant, stockholder, employer, employee, or otherwise for or in conjunction with any other person or entity, through soliciting or otherwise compelling for accounts or personnel in violation of Paragraphs 3, 4 or 6 hereof.

9. **WAIVER OF BREACH:** The waiver by TEKsystems of a breach of any provision of this Agreement by the EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by the EMPLOYEE.

10. **SITUS OF AGREEMENT; JURISDICTION:** This Agreement is being entered into in the State of Maryland and thus shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Circuit Court for the county in the State of Maryland in which TEKsystems' principal place of business is located, or any Federal court sitting in the State of Maryland, for the purposes of any controversy, claim, dispute or action arising out of or related to this Agreement, and hereby waives any defense of any inconvenient forum and any right of jurisdiction on account of EMPLOYEE's place of residence or domicile.

11. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any circumstance or party hereto, shall, to any extent, be invalid or unenforceable in any jurisdiction, the remainder of this Agreement, or application of such term, provision, covenant or condition to such circumstance or party, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidation or unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Without limiting the generality of the foregoing, if a court of competent jurisdiction should determine that any of the restrictions contained in Paragraphs 3, 4 or 6 hereof are unreasonable in terms of scope, duration, geographic area or otherwise, such provision shall be deemed reformed to the minimum extent necessary such that such restriction shall be rendered enforceable.

12. **WAIVER OF RIGHT TO JURY TRIAL:** BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EMPLOYEE'S EMPLOYMENT WITH TEKsystems, OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

13. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties with respect to the subject matter covered by this Agreement. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties hereto pertaining to the subject matter covered by this Agreement,

and may not be changed orally. EMPLOYEE consents and agrees that TEKsystems may assign this Agreement to any subsidiary, parent, affiliate or successor of TEKsystems, or to any transferee of all or substantially all of the assets of TEKsystems, and such assignment shall not, in and of itself, constitute a termination of the EMPLOYEE's employment hereunder. The parties hereto understand that this Agreement shall remain in effect notwithstanding any job change or job assignment by EMPLOYEE within TEKsystems or its organization. EMPLOYEE acknowledges that the covenants and conditions of this Agreement are reasonable and fair. EMPLOYEE further recognizes that the restrictions and conditions contained herein are necessary for the protection of TEKsystems' Business.

As WITNESS the hands and seals of the parties hereto the year and day first above written.

WITNESS:

Heimes

TEKsystems, Inc.

Justin R. Johnson
BY: _____ (SEAL)

WITNESS:

Lydia H. H. H.

EMPLOYEE

[Signature] (SEAL)

SSN# REDACTEDEMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement"), made this 20th day of September 1999, by and between AEROTEK, INC., hereinafter referred to as "AEROTEK", and Michael Hoolihan hereinafter referred to as "EMPLOYEE".

WHEREAS, AEROTEK is engaged in the highly competitive business of recruiting and providing scientific, engineering, technical, industrial, office support and/or other personnel on a temporary or permanent basis to companies throughout the United States.

WHEREAS, the parties hereto recognize and acknowledge that in the performance of these services, and in the performance of this Agreement, EMPLOYEE will acquire certain trade secrets, confidential information and information concerning customer or client relationships of AEROTEK. EMPLOYEE further acknowledges that considerable secret and private knowledge, information and know-how related to, and concerning, the business affairs, processes, methods, work-product, information, relationships, pricing, accounts, and dealings of AEROTEK, are a valuable and basic business property right of AEROTEK, and that the same are information and knowledge not generally known in the public domain, nor part of the skills which Employee will acquire during his/her employment with AEROTEK.

WHEREAS, the parties hereto recognize and do hereby acknowledge, that the maintenance of secrecy and privacy concerning these matters is absolutely essential, and are of the utmost importance to the business affairs, value, effectiveness and continuing viable business status of AEROTEK, which the parties recognize as a legal property right of AEROTEK.

WHEREAS, the parties hereto recognize, and do hereby acknowledge, that the disclosure or relating of the same to other persons, whether within AEROTEK'S organization or otherwise, will irreparably and substantially cause considerable financial and other loss, detriment and damage to AEROTEK.

WHEREAS, the parties hereto recognize and do hereby acknowledge that the appropriation or collection for future use, whether directly or indirectly, of the trade secrets, confidential information, information concerning customer or client relationships, processes or accounts of business information of AEROTEK would also cause financial loss, detriment or damage to AEROTEK.

WHEREAS, EMPLOYEE will become intimately involved with AEROTEK'S business and with said confidential information and trade secrets of AEROTEK, and by virtue of such employment will become personally acquainted with the business connections, customers, clients and trade of AEROTEK.

WHEREAS, AEROTEK desires to be able to impart said confidential information and trade secrets to EMPLOYEE with the secure knowledge that such confidential information and trade secrets will be solely and strictly used for its sole benefit and not in competition with or to the detriment of AEROTEK, directly or indirectly, by EMPLOYEE, or any of his/her agents, servants, future employees or future employers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and restrictions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, each of the parties, their respective personal representatives, heirs, successors and assigns, intending to be legally bound hereby agree as follows:

1. AGREEMENT OF EMPLOYMENT: AEROTEK hereby employs the above named EMPLOYEE for the position of technical recruiter, with a base annual salary of \$30,000.36 paid in weekly installments of \$576.93 plus incentive pay as may be determined by AEROTEK its sole and absolute discretion from time to time.

Commencing on the date of this Agreement, the Employee agrees to be so employed and may be promoted and compensated accordingly at AEROTEK'S sole and absolute discretion. The scope of EMPLOYEE'S employment, including duties, assignment, position and all responsibilities, shall be as established by AEROTEK from time to time, whether orally or in writing. The parties agree that EMPLOYEE shall devote his/her full time, attention and energies to the business of AEROTEK and shall not during the term of this Agreement enter into any other business activity that interferes with EMPLOYEE'S duties and responsibilities for AEROTEK.

2. TERM OF EMPLOYMENT: The term of employment shall continue until terminated by either party. EMPLOYEE agrees and expressly understands that the term of employment under this Agreement is "at will", with no certain term of employment being offered or promised and that no guaranteed or definite term of employment is being given or implied by this Agreement. Although EMPLOYEE'S employment is "at will", EMPLOYEE agrees to provide AEROTEK two (2) weeks notice of EMPLOYEE'S decision to terminate employment with AEROTEK. It is further expressly understood and agreed by EMPLOYEE that AEROTEK may terminate this Agreement and EMPLOYEE'S employment with AEROTEK either with or without cause, in AEROTEK'S sole and absolute discretion. In the event that AEROTEK terminates EMPLOYEE'S employment for cause as determined solely by AEROTEK, then EMPLOYEE shall not be afforded or entitled to any notice of said termination. Should EMPLOYEE's employment be terminated by AEROTEK without cause, then EMPLOYEE shall be afforded a minimum of twenty-four (24) hours notice of said termination. Such notice shall be given to EMPLOYEE either orally or in writing and if in writing shall be effective as of the date delivered, or sent, if by mail, to EMPLOYEE'S last known address carried on AEROTEK'S files. EMPLOYEE agrees to keep AEROTEK informed as to his/her current living and mailing address at all times while employed by AEROTEK.

If EMPLOYEE's employment with AEROTEK is terminated by either EMPLOYEE or AEROTEK, the parties agree that the terms of Paragraphs 3 through 12 of this Agreement shall survive the termination of EMPLOYEE's employment with AEROTEK.

3. COVENANT NOT TO COMPETE: EMPLOYEE agrees that upon the termination of his/her employment, whether by AEROTEK or EMPLOYEE and whether with or without cause, for a period of eighteen (18) months thereafter EMPLOYEE shall not:

(1) Engage in the business of recruiting or providing on a temporary or permanent basis technical service personnel (including, but not limited to, such personnel as engineers, designers, drafters, computer programmers, database administrators, systems analysts or other similarly skilled individuals engaged in similar lines of work), industrial personnel (including, but not limited to, assemblers, warehousemen, shipping/receiving, technicians, or other similarly skilled individuals engaged in similar lines of work), or office support personnel (including, but not limited to, secretaries, data entry personnel, mailroom personnel, administrative assistants, word processors, desktop publishers or other similarly skilled individuals engaged in similar lines of work) within a radius of fifty (50) miles of the office in which EMPLOYEE worked at the time his/her employment terminated, or any other office in which EMPLOYEE worked during the two (2) years preceding termination of employment, or as much thereof as a court of competent jurisdiction deems reasonable;

(2) Approach, contact, solicit, divert or accept technical service personnel, industrial personnel or office support personnel to provide services on a temporary or permanent basis to any individual, corporation or other entity which, at any time within two (2) years prior to the date of termination of EMPLOYEE'S employment, was a client or customer of AEROTEK, or diverting or inducing such personnel to cease working for AEROTEK or its clients or customers;

(3) Approach, contact or solicit any individual, corporation or other entity which, at any time within the two (2) years prior to the date of termination of EMPLOYEE'S employment, was a client or customer of AEROTEK, regarding

(a) recruiting or providing on a temporary or permanent basis technical service personnel, industrial personnel or office support personnel, or

(b) reducing or eliminating the business it conducts with AEROTEK; or

(4) Induce or attempt to induce any person

(a) who was an employee of AEROTEK at the date of termination or,

(b) who has been an employee of AEROTEK during the two (2) years prior to such termination,

to leave the employ of the AEROTEK, whether to join EMPLOYEE in a similar enterprise or otherwise.

The prohibitions contained in (1), (2), (3) and (4) above shall extend to activities undertaken by EMPLOYEE directly on his/her own behalf and activities undertaken by EMPLOYEE indirectly through any entity which undertakes such prohibited activities and in or with respect to which EMPLOYEE is an owner, officer, director, trustee, shareholder, creditor, employee, agent, partner or consultant or participates in some other capacity.

4. INDEMNIFICATION & HOLD HARMLESS: EMPLOYEE covenants and agrees to indemnify and hold AEROTEK harmless from any and all suits and claims arising out of any breach of any outstanding restrictive covenant contained in any prior agreements entered into by EMPLOYEE prior to employment with AEROTEK or during AEROTEK'S employment.

5. COVENANT NOT TO DIVULGE CONFIDENTIAL INFORMATION: EMPLOYEE covenants and agrees that, except as required by the proper performance of his/her duties for AEROTEK, he/she shall not use, disclose or divulge any Confidential Information or Trade Secrets concerning any AEROTEK clients, customers, employees, technical services personnel, industrial personnel or office support personnel (as described in Paragraph 3) to any other person, entity or company besides AEROTEK. For purposes of this Agreement, "Confidential Information" shall mean information not generally known by AEROTEK's competitors or the general public concerning AEROTEK, including but not limited to: its financial affairs, sales and marketing strategy, acquisition plan, pricing and costs; its customers' names, addresses, telephone numbers, contact persons, staffing requirements, margin tolerances regarding pricing, and the names, addresses, telephone numbers, skill sets, availability and wage rates of its technical personnel, industrial personnel or office support personnel. "Trade Secrets" shall mean information that AEROTEK takes measures to keep secret and that gives AEROTEK an advantage over its competitors, and includes but is not limited to: sales, recruiting, pricing and marketing techniques, sales and recruiting manuals, forms for acquiring and recording information, financial controls, and management practices, procedures and processes.

6. RETURN OF RECORDS: EMPLOYEE agrees, upon termination of his/her employment with AEROTEK for any reason whatsoever, to return to AEROTEK all records (whether on paper, computer discs or in some other form), copies of records and papers pertaining to AEROTEK, and in the event of EMPLOYEE'S failure to do so, or in the event EMPLOYEE shall violate any covenant of this Agreement, EMPLOYEE shall forfeit all claims to unpaid compensation without affecting the right of AEROTEK to compel the return of said records or to enforce any other remedy contained in this Agreement.

7. REMEDIES; DAMAGES: (a) EMPLOYEE recognizes that irreparable damage will result to AEROTEK in the event of the violation of any covenant contained herein made by him/her and agrees that in the event of such violation, AEROTEK, in addition to and without limiting any other remedy or right that it may have, shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such violations by him/her. In furtherance of the foregoing, EMPLOYEE hereby waives any and all defenses he/she may have on the ground of the lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of the foregoing right shall not preclude any other rights and remedies at law or in equity that AEROTEK may have.

(b) EMPLOYEE further recognizes and acknowledges that it would be difficult to ascertain the damages arising from a violation by him/her of the covenants contained herein, and as damages for any such violation EMPLOYEE agrees to forfeit all existing and future rights to remuneration hereunder, whether direct or indirect, including but not limited to commissions earned but not yet paid, and any fringe benefits. EMPLOYEE also agrees that as further damages arising as a consequence of a violation of the covenants contained herein, EMPLOYEE shall pay to AEROTEK an amount equal to one hundred percent (100%) of the gross profit, or twenty-five percent (25%) of the gross sales, whatever amount is greater, resulting from business generated by EMPLOYEE, either directly or indirectly, on his/her own account or as agent, owner, officer, director, trustee, creator, partner, consultant, stockholder, employer, employee, or otherwise for or in conjunction with any other person or entity, through soliciting or otherwise competing for accounts or personnel in violation of Paragraph 3 and Paragraph 5 herein.

8. WAIVER OF BREACH: The waiver by AEROTEK of a breach of any provision of this Agreement by the EMPLOYEE shall not operate or be construed as a waiver of any subsequent breach by the EMPLOYEE.

9. SITUS OF AGREEMENT; JURISDICTION: This Agreement is being entered into in the State of Maryland and thus shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto hereby irrevocably consents and submits to the jurisdiction of the Circuit Court for the county in the State of Maryland in which AEROTEK'S principal place of business is located, or any Federal court sitting in the State of Maryland, for the purposes of any controversy, claim, dispute or action arising out of or related to this Agreement, and hereby waives any defense of an inconvenient forum and any right of jurisdiction on account of his/her place of residence or domicile.

10. SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any circumstance or party hereto, shall, to any extent, be invalid or unenforceable in any jurisdiction, the remainder of this Agreement, or the application of such term, provision, covenant or condition to such circumstance or party, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. Any such invalidation or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the generality of the foregoing, if a court of competent jurisdiction should determine that any of the restrictions contained in Paragraph 3 or Paragraph 5 hereof are unreasonable in terms of scope, duration, geographic area or otherwise, such provision shall be deemed reformed to the minimum extent necessary such that such restriction shall be rendered enforceable.

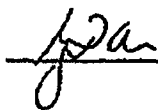
11. WAIVER OF RIGHT TO JURY TRIAL: BY EXECUTING THIS AGREEMENT, THE PARTIES HERETO KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY ANY SUCH DISPUTE.

12. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties with respect to the subject matter covered by this Agreement. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties hereto pertaining to the subject matter covered by this Agreement, and may not be changed orally. The parties hereto understand that this Agreement shall remain in effect notwithstanding any job change or job assignment by EMPLOYEE within AEROTEK or its organization. EMPLOYEE acknowledges that the covenants and conditions of this Agreement are reasonable and fair. EMPLOYEE further recognizes that the restrictions and conditions contained herein are necessary for the protection of AEROTEK'S business.

As WITNESS the hands and seals of the parties hereto the year and day first above written.

ATTEST:

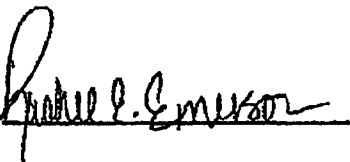
AEROTEK, INC.



BY:  (SEAL)
Authorized Representative

WITNESS:

EMPLOYEE



 (SEAL)