



Confidentiality/Non-Compete Agreement

Phone: 901-386-2021 Fax: 901-729-6121 / 901-266-3343

1. Confidentiality Agreement:

- a. The Subcontractor acknowledges and understands that certain confidential and proprietary business or trade secrets of Brite Solutions, Inc. may become known to Subcontractor as a result of this Agreement. The Subcontractor, including all employees, agents, and representatives, agrees never to divulge confidential and proprietary knowledge concerning Brite Solutions, Inc. or its clients, either directly or indirectly, in any manner both during and after the term of any negotiations.
- b. In addition, Subcontractor is not to use such information itself, except as may be expressly authorized to perform this Agreement. Brite Solutions, Inc. business matters include any information regarding its clients (current and former), vendors, suppliers, subcontractors, finances, research, development, employees, agreements, contracts or any other technical or business-related information which may be seen or heard in and/or about Brite Solutions, Inc. place of business or place of business related activity.
- c. Subcontractor shall limit disclosure of confidential information within its own organization to its directors, officers, partners, members and/or employees having a need to know, and shall not disclose confidential information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Brite Solutions, Inc.
- d. Further, Subcontractor agrees not to make any unauthorized copies of any Brite Solutions, Inc. business matters or related information without its express consent, nor is the Subcontractor to remove any of Brite Solutions, Inc. business matters or related information from its facilities/premises or other locations of business related activity.
- e. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Subcontractor any rights, license or authority in or to the information exchanged, except the limited right to use confidential information as specified above. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.
- f. Both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
- g. Subcontractor agrees that in the event of any breach or threatened breach by Subcontractor, Brite Solutions, Inc. may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Brite Solutions, Inc. against any such breach or threatened breach.
- h. This Agreement is made under and shall be construed according to the laws of the State of Tennessee, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Tennessee, U.S.A.

2. Non-Compete Agreement:

- a. The Subcontractor, and its employees, agents, and representatives agree and covenant, because of access to and knowledge acquired as a result of this Agreement, of Brite Solutions, Inc. customer(s) and accounts, and other confidential business information related thereto, that he shall not, during the effective term of this period, and for twenty-four (24) months after its termination and the termination of every other contract that Subcontractor will have executed with Brite Solutions, Inc. whichever termination date shall last occur, whether directly or indirectly, in any individual, representative or participatory capacity whether as an owner, stockholder, partner, joint venturer, employer, employee, director, agent, or any other capacity, solicit or interfere in any way with Customer account being serviced by Brite Solutions, Inc. or any which was a Customer account at any time during the term of Subcontractor's contracts.
- b. Further, for accounts that are or were part of a multi-location business, the covenants and undertakings made given by Subcontractor under this paragraph will apply to all customer locations in each and every district, area, or zone then serviced by Brite Solutions, Inc. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

My signature below acknowledges that I have read this Confidentiality/Non-Compete Agreement in its entirety and fully understand it and agree to abide by it. My signature also acknowledges that I understand that these terms include all of Brite Solutions, Inc. customer(s) and accounts.

Name (Sign)

Date

Company Name

Company Address

City, State, Zip