

# **Program One Professional Building Services Employment Agreement**

AGREEMENT made and entered into this \_\_\_\_\_(date) by and between Programs One Professional Building Services an Illinois corporation, and \_\_\_\_\_ (hereinafter referred to as "Employee").

In consideration of the employment or continuation of the employment of the undersigned Employee by Program One Professional Building Services and/or its affiliates (the "Company"), to induce the Company to employ or continue to Employ the Employee and Mutual agreements, covenants and promises hereinafter set forth, the parties agree as follows:

## **1 Protection of the Company Goodwill and Information**

- 1.1 The Employee recognizes and acknowledges that through his or her association with the Company, he or she has had or will have access to confidential information relating to the Company's business which is not know to the window washing/power washing industry at large. Such information (hereinafter referred to as "Confidential Information") may, without limitation, concern specialized business methods, techniques, computer software, computer data, plans and know-how relating to the business of the Company; advertising and marketing materials and concepts: client information; methods for developing and maintaining business relationships with clients and prospects and lists of customers and prospects; financial information and business plans; procedural manuals; and employee training and review programs and techniques. The Employee recognizes that the Confidential Information constitutes valuable and unique assets of the Company, developed and perfected over considerable time and at substantial expense to the Company, or confidential information of third parties which has been entrusted to the Company under obligation confidentiality, and the disclosure of which may cause substantial liability, injury and loss of profits and goodwill to the Company. The Employee agrees to hold the Confidential Information in a fiduciary capacity for the benefit of the Company and to protect the confidentiality of all confidential information, keeping all confidential documents in secure locations and not using or revealing any Confidential information except, during the term of his or her employment, as necessary for business purposes of the Company and under circumstances and upon terms reasonably calculated to maintain the confidentiality thereof.
  - 1.2 The Employee agrees that following termination of his or her employment, he or she will continue to protect the confidentiality of all Confidential Information, and agrees not to directly or indirectly use or divulge any item thereof.
  - 1.3 Upon termination of his or her employment for any reason, the Employee promptly shall surrender to the Company all correspondence, written memoranda, diagrams, books, computerized data and computer software, records, notebooks and other documents, and all copies thereof, in or on any form of media, containing or relating in any way to any Confidential Information, whether prepared by the Employee or by others.
  - 1.4 The Employee shall immediately call to the attention of the Company any fact coming to his or her attention indicating that any person or entity is misusing any Confidential Information.
  - 1.5 Notwithstanding the foregoing, the term Confidential Information shall not include, and the confidentiality obligations of the employee shall not extend to any item or information: (a) which is rightfully obtained by Employee form third parties without obligations of confidentiality; (b) which is generally know in the industry;(c) which is now in or hereafter enters the public domain through no fault of the Employee; or (d) which is not deemed proprietary as a matter of public policy. The Employee shall have the burden of proof of demonstrating that nay item of information falls within of information falls within any of the foregoing exceptions.
- 2 The Employee agrees that during his or her employment by the Company, the Employee shall devote all of his or her working time and attention to faithfully and diligently performing the duties of such employment, and shall not engage in any business activity in competition with the Company. The Employee further agrees that for a period of two (2) years following the termination of such employment for any reason, he or she shall not, without the express prior written consent of the Company, directly or indirectly; (a) call on solicit or service any window washing or power washing business or otherwise handle window washing or power washing administrative functions for any Company client; (b) solicit, interfere with or endeavor to entice away from the Company any Company Client or Company Employee; or (c) induce, suggest, persuade or recommend that any Company Client or Company Employee terminate, or refrain from renewing or extending, his or its relationship with the Company or become a

client or employee of the Employee or any third party. The foregoing covenants apply to Employee in any capacity in which Employee may act, whether as an employee of any Company Client, as an employee of any other person or entity, for the own account of the Employee or in any other capacity.

2.2 For the purpose of Section 2.5, the term "Company Client" shall mean any person or entity, which is a client or prospect of the Company at the time of termination of Employee's employment, and shall include any association or other entity that controls a client of the Company.

2.3 The Employee further acknowledges and agrees that, in view of the present nature, scope and territory of the Company's business and the Confidential Information, the time period and scope of activities specified in paragraph 2.1 means any person who is an employee of the company at the time of termination of Employee's employment.

### 3 Remedies

The parties recognize that Employee's duties and obligations hereunder relate to matters which are special, unique and extraordinary in character, and that in the event of the failure of the Employee to perform and observe such duties and obligations, the Company shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to enjoin the Employee from performing acts prohibited hereby during the period covered, but nothing herein contained shall be construed to limit any other right or remedy which the Company may elect to invoke at law or in equity.

### 4 Miscellaneous

4.1 This Agreement contains the entire understanding between the company and the Employee concerning the subject matter hereof, and it supersedes any previous oral or written understandings, representations or agreements.

4.2 This Agreement has been executed under and shall be construed in accordance with the laws of the State of Illinois.

4.3 The Employee agrees that all covenants and agreements of the Employee set forth in this Agreement constitutes series of separate covenants, and if any particular portion is adjudicated invalid or unenforceable, the same shall be deemed deleted without affecting the validity or enforcement of the other provisions hereof, provided, however, that if any provision hereof is deemed unenforceable because of its scope in terms of time, area or business activities, the parties agree that the same may be made enforceable by reductions or limitations thereon so as to be enforceable to the fullest extent permissible under the laws and public policies of any applicable jurisdiction. The invalidity, illegality or unenforceability of any provision hereof shall not in any way affect, impair, invalidate or render unenforceable this Agreement or any other provision hereof.

4.4 This Agreement shall be binding upon an inure to the benefit of the Company and its successors and assign: this Agreement shall be binding upon the Employee and his or her successors and assigns, provided that Employee's duties hereunder may not be delegated.

4.5 A failure by the Company to exercise and any delay forbearance or indulgence by the Company in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or any subsequent occasion. No custom or practice of the parties at variance with the terms of this Agreement shall constitute a waiver of the rights of the Company under this Agreement.

4.6 Employee acknowledges receipt of an executed copy of this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

Employee Signature

\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Employee)

**Program One Professional Building Services**

\_\_\_\_\_  
By

Word/mm/EmployeeAgreement