



# C3 NON-DISCLOSURE / NON-COMPETE AGREEMENT

## Agreement Not to Disclose Proprietary or Confidential Information and Restriction Against Competition

1. *Introduction.* This Agreement is dated \_\_\_\_\_, by and between \_\_\_\_\_, (the "Employee") and **CARFAGNO COMMERCIAL CLEANING** (referred to as "C3" or "Company").

2. *Identification of Parties.* Whenever in this Agreement the terms "you" or "your" are used, reference is being made to you, the Employee. Whenever the term "Company" is used, reference is being made to "C3", and all of its successors and assigns.

3. *Consideration for Agreement.* In consideration of your employment and/or promotion as a C3 Team Member and the agreed-upon compensation, the sufficiency of which you hereby acknowledge, you agree to all of the terms and conditions contained in this Agreement.

### 4. *Agreement Not to Disclose Confidential Information*

(a) You acknowledge that the following items (collectively referred to as "confidential information") used in the Company's business are secret, confidential, unique, and valuable, were developed by the Company at great cost and over a long period of time, and that disclosure or use of the Company's confidential information to or by anyone other than the Company's officers, agents, or authorized Employees will cause the Company irreparable injury. The Company's confidential information includes:

- (i) Client lists, prospect call lists, and other customer data;
- (ii) Price lists, vendor lists, computer printouts, accounts receivable reports, revenue reports and similar financial information;
- (iii) Proposals, contracts, leases, rental agreements, and marketing information;
- (iv) Employee lists; and
- (v) Such other Company information designated as confidential, propriety, and/or trade secret to which you gain access during your employment.

(b) Except as required in the performance of your duties as an Employee of the Company, you agree not to disclose to anyone the Company's confidential information, whether such information is developed before or after the date of this Agreement.

(c) The restrictions against disclosure contained in this Agreement apply during and after your employment with the Company.

(d) The restrictions against disclosure contained in this Agreement also apply to confidential information developed by you while employed by the Company.

(e) Upon termination of your employment for any reason, you will promptly deliver to the Company all tangible objects containing confidential information, including all copies thereof, whether prepared by you or others, that you possess or have under your control.



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## 5. *Restriction Against Competition*

(a) You agree that throughout the term of your employment with the Company and for a period of one year thereafter, you will not, directly or indirectly, individually or in conjunction with any other person, or as an employee, agent, representative, partner, or holder of any interest in any other person, firm, corporation, or other association:

(i) Solicit, entice, induce any person, firm, or corporation, who or which at any time during your employment with the Company was a client or customer of the Company, to become a client or customer of any other person, firm, or corporation, or other association;

(ii) Authorize or direct any person, firm, or corporation to solicit, entice or induce any person, firm or corporation, who or which at any time during your employment with the Company was a client or customer of the Company, to become a client or customer of any other person, firm or corporation, or other association;

(iii) Solicit, entice, or induce any person who presently is or at any time during your employment with the Company will be, an Employee of the Company, to become employed by any other person, firm, corporation, or other association; and you shall not approach any such Employee for such purpose or authorize or direct the taking of such actions by any other person;

(iv) Directly or indirectly solicit, participate in, or accept business or perform services similar to any aspect of the Company's business from any person, firm, or other association, who or which was a client or customer or prospect of the Company during your employment with the Company and with whom you had business contact while employed by the Company. "Business Contact" for these purposes shall include your telephonic, written and/or face to face business communication with representatives of the customer or prospect.

Nothing in the foregoing shall prohibit you, after termination of your employment with the Company from engaging in any business that is not in competition with the Company. At no time during or after your employment by the Company shall you be prohibited from investing in the securities of any corporation having securities listed on a national security exchange, provided that such investment does not exceed five percent of any class of securities of any corporation engaged in business in competition with the Company, and provided that such ownership represents a passive investment and that neither you nor any group of persons including you, in any way, either directly or indirectly, manages or exercises control over any such corporation, guarantees any of its financial obligations, or otherwise takes part in its business, except in the exercise of your rights as a shareholder.

## 6. *Remedies*

(a) You acknowledge that the restrictions contained in this Agreement are reasonable and necessary in view of the nature of the Company's business and in order to protect the legitimate business interests of the Company. You further acknowledge that your violation of the restrictions, or any of them, would result in irreparable injury to the Company. Therefore, you agree that, in the event of a breach or threatened breach by you of the provisions of Paragraphs 4 or 5 of this Agreement, the Company shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief restraining you from any violation of Paragraphs 4 or 5 of this Agreement.

(b) You further agree that if the Company institutes legal action to enforce any provision of this Agreement, you will pay the Company's reasonable attorneys' fees and litigation costs incurred in enforcing the Agreement.

(c) Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for a breach or threatened breach of this Agreement.



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(d) The parties acknowledge their intention that the Company shall have the broadest possible protection of the value of the Company's business, consistent with public policy. Should a court determine that the durational or geographical restrictions on post-employment competition are broader than public policy allows, the parties agree to accept whatever the court (duration or geographic scope) finds to be permissible under public policy.

## 7. *Survival*

The provisions of Paragraphs 4, 5, and 6 shall survive the termination of your employment, regardless of the reason for termination.

## 8. *Miscellaneous*

(a) This Agreement cancels and supersedes any and all prior agreements and understandings between or among you and the Company with respect to your employment with the Company. This Agreement may not be modified in any respect except in a writing signed by the parties hereto.

(b) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that your duties and responsibilities hereunder are of a personal nature and shall not be assignable or delegable, in whole or in part, by you.

## 9. *Severability*

In the event that any provision(s) of this Agreement are deemed invalid, unreasonable or unenforceable by any court of competent jurisdiction, such provision(s) shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above shall continue in full force and effect and be binding upon the parties.

## 10. *Controlling Law*

The validity, interpretation, construction, performance, and enforcement of this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

## 11. *Exclusive Venue and Consent to Jurisdiction*

Should a dispute arise under or in relation to this Agreement, jurisdiction over and venue of any suit arising out of this Agreement shall be exclusively in the state and federal courts of MONTGOMERY County, Pennsylvania.

IN WITNESS WHEREOF, the parties have signed this agreement on the date set forth above, at

\_\_\_\_\_, Pennsylvania.

\_\_\_\_\_

Employee

\_\_\_\_\_ Carfagno Commercial Cleaning \_\_\_\_\_

(Company Name)

By: \_\_\_\_\_