

**SAFE HARBOR PRINCIPLES
PRIVACY POLICY
EMPLOYEE RESTRICTIVE COVENANTS AGREEMENT**

L&E Meridian respects an individual's privacy and values the confidence of its customers, employees, consumers and others. L&E Meridian's high ethical standards in all business practices are mandated in this Safe Harbor Principles Privacy Policy Employee Restrictive Covenants Agreement. The privacy policy is introduced to each employee at the start of employment by requiring a new employee to review and agree to the following provisions in this Employee Restrictive Covenants Agreement.

Affirmative commitment to adhere to the Safe Harbor privacy principles and Safe Harbor Framework

L&E Meridian complies with the U.S.-EU Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries. The company has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement.

This Employee Restrictive Covenants Agreement ("Agreement") is made effective this day,
_____ **("Date"), between L&E Meridian. ("Employer"), a Virginia corporation, and**
_____ **("Employee").**

Recitals

- A. Employee acknowledges that Employer is in a highly competitive industry and that the restrictive covenants and other terms in this Agreement are necessary for the protection of Employer's business contacts and other confidential information.
- B. This Agreement entirely supersedes and replaces any previous employee restrictive covenant agreement or understanding, if any, that may have existed between the parties.
- C. In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, state and agree as provided below.

Privacy Policy/Agreements

1. **Covenant Not to Disclose Confidential Information.** Employee acknowledges that all software (including source and object code), other computer information systems, and hardware developed by Employer, any related proposals, white papers, sketches, plans, drawings, manufacturing processes, software applications, notes, methods, formulae, and tapes, any financial records of Employer including, but not limited to, any invoices, billing rates, and employee salary information, and any other proprietary information including, but not limited to, any client lists, call or contact lists, sources of supply, and any marketing, production, and merchandising plans or systems ("Confidential Information") are confidential trade secrets and shall remain the sole and exclusive property of Employer.

During his or her employment, Employee shall not use or disclose any Confidential Information to anyone other than Employer except as is necessary for the performance of his or her duties under this Agreement. In the event of the termination of his or her employment, Employee shall promptly return any Confidential Information in his or her possession or control, including any copies, to Employer. Thereafter, Employee shall not use or disclose such Confidential Information to anyone without the prior written approval of Employer.

2. **Covenant Not to Solicit Clients.** Employee agrees that during the term of this Agreement and for a period of two (2) years immediately following the termination of his or her employment with Employer, he or she shall not contact or solicit by any means whatsoever, whether directly or indirectly, personally, by agent, or representative, any current or prospective client of Employer that Employee obtained, solicited, or otherwise contacted on behalf of Employer for the purpose of providing competitive services.

"Client," as used in this Agreement, shall include any entity for whom the Employer has provided services at any time during Employee's employment with Employer. "Prospective client," as used in this Agreement, shall include any entity with whom Employer has had any discussions or negotiations concerning Employer's provision of services within one (1) year prior to the termination of Employee's employment with Employer. If Employee should be employed by Employer for less than one (1) year, then "prospective client," as used in this Agreement, shall include any entity with whom Employer has had any discussions or negotiations concerning Employer's provision of services at any time during Employee's employment with Employer. "Obtained," "solicited," and "contacted," as used in this Agreement, shall be interpreted liberally to protect Employer's interests.

3. **Covenant Not to Solicit Employees.** Employee agrees that during the term of this Agreement and for a period of two (2) years immediately following the termination of his or her employment with Employer, he or she shall not contact or solicit by any means whatsoever, whether directly or indirectly, personally, by agent or representative, any employee of Employer for the purpose of offering or providing employment, or otherwise inducing any employee to discontinue his or her employment with, or to not become employed by, Employer.

4. **Breach of Employee's Restrictive Covenants.** Employee acknowledges Employer has invested considerable time and resources in developing his or her skills and has given him or her access to certain trade secrets and other proprietary information, and that the use of such information by him or her on behalf of himself or herself or some other competing employer or entity would cause irreparable harm to Employer. Employee also acknowledges Employer has invested considerable time and resources in developing its relationships with its clients and prospective clients, the loss of which similarly would cause irreparable harm to Employer.

Without limitation, Employee agrees that if he or she should breach any of the restrictive covenants contained in Sections 1-3, inclusive, of this Agreement, Employer may apply for arbitration pursuant to Section 9 below or to any court of competent jurisdiction, at its discretion, for the immediate entry of an order for injunction restraining any actual or threatened breaches or violations of said provisions or terms by Employee. In the event of such injunction, Employer shall not be required to post or pay any bond.

If, for any reason, any of the restrictive covenants or any of the related provisions contained in Sections 1-3, inclusive, of this Agreement should be held invalid or otherwise unenforceable, it is agreed the court or arbitrator, as appropriate, shall construe the pertinent section(s) or provision(s) so as to allow its enforcement to the maximum extent permitted by applicable law.

If Employee should bring an action for interpretation of any of the restrictive covenants contained in Sections 2 -3, inclusive, of this Agreement, if Employee should violate any of these restrictive covenants, or if the operation of these restrictive covenants should be otherwise stayed, the restrictive covenant(s) shall be extended by the time equivalent to the duration of the violation or stay, whichever is greater, so that the restrictive covenant(s) shall be cumulatively in force for the full period described above. It is the intention of the parties that these restrictive covenants, including the restrictive covenant contained in Section 1 of this Agreement, shall not be stayed during any such action.

Employee shall be responsible for all legal expenses and other costs actually incurred by Employer in enforcing any of the restrictive covenants in this Agreement. Employer need only obtain a portion of any injunctive relief or money damages, including nominal damages, that it pursues in order to recover its actual attorneys' fees and costs in full. The parties intend that the provisions in Sections 1-4, inclusive, of this Agreement shall survive any termination of this Agreement.

5. **Representations of Employee.** Employee represents that the restrictions on his or her business provided in this Agreement including, but not limited to, those pertaining to Employer's prospective clients, are fair and protect legitimate business interests of Employer. Employee represents further that the consideration for this Agreement is fair and adequate, and that even if the restrictions in this Agreement are applied to him or her, he or she shall still be able to earn a good and reasonable living from those activities, areas, and opportunities not restricted by this Agreement.

6. **Intellectual Property.** In consideration of Employer's employment of Employee and the related compensation to be paid to Employee, Employee assigns and transfers to Employer, and agrees Employer shall be the owner of, all inventions, discoveries, computer hardware, computer software, algorithms, improvements, unpublished articles, notes, and related items ("Proprietary Materials") conceived, developed, or made by Employee, either alone or with others, in whole or in part, during Employee's employment with Employer that are useful in, or directly or indirectly related to, Employer's business or that relate to, or are conceived, developed, or

made in the course of Employee's employment, or that are developed or made from, or by knowledge gained from, such employment. Employer shall have the right to use all such Proprietary Materials, whether original or derivative, in any manner whatsoever, and Employee acknowledges that all such Proprietary Materials shall be considered as "work made for hire" belonging exclusively to Employer.

Employee agrees to disclose promptly in writing to Employer any Proprietary Materials conceived or made by him or her alone or with others during Employee's employment, and agrees not to disclose such Proprietary Materials to others, except as required by his or her employment, without the prior written consent of Employer. Employee further agrees that during his or her employment with Employer, and at any time thereafter, he or she shall, on the request of Employer, execute proper assignments to Employer of any and all such Proprietary Materials to which Employer is entitled under this Agreement.

Employee shall execute all papers and perform all other lawful acts that Employer may deem necessary or advisable for the preparation, prosecution, procurement, and maintenance of trademark, copyright, and patent applications and trademarks, copyrights, and patents of the United States of America and foreign countries for Proprietary Materials to which Employer is entitled. He or she shall execute any and all proper documents as may be required or necessary to vest title in Employer to such Proprietary Materials and related trademarks, copyrights, patents, and applications. It is understood that all expenses in connection with such trademarks, copyrights, patents, and related applications shall be paid by Employer, but Employer shall have no obligation to protect by trademark, copyright, patent, or otherwise any such Proprietary Materials except at its own discretion and to such extent as Employer may deem desirable. Employee shall not be entitled to any additional compensation, other than his or her compensation herein, for any services rendered by Employee during the term of his or her employment.

Notwithstanding the foregoing, the provisions of this Section 6 shall not apply to an invention or other intellectual property for which no equipment, supplies, facilities, or trade secret information of Employer is used and which is developed entirely on Employee's own time ("Excepted Materials") unless, as determined by Employer, (a) the invention relates to the business of Employer or to Employer's actual or demonstratively anticipated research or development, or (b) the invention results from any work performed by Employee for Employer. Employer, at its sole discretion, shall determine whether such invention or other intellectual property qualifies as Excepted Materials under this Agreement on Employee's prompt disclosure of such invention or other intellectual property in writing to Employer as required above. Inventions and other intellectual property qualifying as Excepted Materials shall be indicated in attached Schedule A.

7. **No Prior Obligations.** Employee represents he or she is not subject to any contractual or other obligation that precludes him or her from entering into this Agreement or would in any way restrict his or her work activities as required under this Agreement. In the event that said representation should be untrue to any material extent and a related third-party action should be initiated against Employer, Employee agrees to indemnify Employer for any resulting liability and incurred costs, including attorneys' fees, in full.

8. **Employment At Will.** This Agreement shall not affect, to any extent, the nature of Employee's employment with Employer, which shall continue to be at will. Employee's at will employment may be terminated by either party at any time, for any reason, whether with or without cause.

9. **Arbitration.** If the parties are unable to resolve any dispute arising under this Agreement or their underlying employment relationship including, but not limited to, the termination of Employee's employment with Employer, the enforcement of a restrictive covenant, or any related contract, tort, or statutory claim, then such dispute shall be submitted to binding arbitration in accordance with the JAMS employment arbitration rules then in effect at the JAMS office nearest to Employer's Fairfax County, Virginia office. The only exception shall be for any matter involving injunctive relief, which, at the movant's discretion, may be alternatively submitted to a court of competent jurisdiction.

A petition for arbitration may be brought at any time within the applicable statute of limitation. Judgment on an award rendered by an arbitrator may be entered in any court having competent jurisdiction for enforcement. Except for the enforcement of a restrictive covenant, which shall be assessed as provided in Section 4 above, each party shall be responsible for its own costs (including attorneys' fees), other than the arbitrator's fees, which each party shall share equally. This provision is intended to be liberally construed in favor of requiring arbitration.

10. **Notice.** In the event that any notice is to be given to any party under this Agreement, it shall be given by certified mail, return receipt requested, and addressed to the party as follows:

To Employer: Sylvia L. Pearson, President
L&E Meridian
8000 Corporate Court
Springfield, VA 22153

To Employee: _____ (Name)
_____ (Address)
_____ (City, State, Zip)

If any party should subsequently move or change its address, the new address shall become the effective address for the purpose of providing notice under this Section 10 on receipt of notification of the new or changed address by the other parties.

11. **Choice of Law.** This Agreement including, but not limited to, its interpretation, performance, or breach, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving any force or effect to the provisions of any conflict of law rule thereof.

12. **Revocation and Modification.** This Agreement, or any provision hereof, may not be revoked or modified unless agreed to in writing by each of the parties.

13. **Waiver.** No waiver of a breach or default of this Agreement shall be deemed a waiver of any subsequent breach or default.

14. **Severability.** In the event that, for any reason, a section or provision of this Agreement should be held invalid or otherwise unenforceable, it is agreed the same shall not affect any other section or provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

15. **Binding Agreement.** This Agreement shall be binding on, and inure to the benefit of, the parties hereto, their successors, heirs, personal representatives, and permitted assigns. This Agreement may be assigned only by Employer; it may not be assigned by Employee.

16. **Entire Agreement.** This Agreement contains the entire agreement regarding Employee's employment with Employer.

This agreement is posted publically on L&E Meridian's website: www.l-e.com.

EMPLOYER:
L&E Meridian

Sylvia L. Pearson, President

EMPLOYEE:

Name