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**EMPLOYMENT CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

This Agreement is made and entered into as if this 1st day of March, 201\_\_, by and between Washington & Associates, Ltd., an Illinois corporation, with its principal place of business at 1000 Lake Cook Road, Suite 200, Deerfield, Illinois 60015 (the "Company"), and Betsy Ross ("Employee").

**WITNESSETH:**

WHEREAS, the Company desires to employ Employee as an Account Executive and Employee desires to accept such employment.

WHEREAS, the Company and the Employee desires to enter into a contract to provide for the employment of Employee pursuant to the terms hereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Employee hereby agree as follows:

**ARTICLE I**

**EMPLOYMENT**

1.1. Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment to serve the Company pursuant to the terms and conditions provided herein.

1.2. Duties.

(a) While Employee is employed by the Company, the Employee shall assume and perform the duties and responsibilities of Account Executive and shall report to, and shall act under the direction of, the President of the Company.

(b) The Employee shall at all times while employed by the Company discharge all such duties and responsibilities conscientiously, in good faith and to the best of her ability, giving to the Company her full time and attention and the full benefit of her knowledge, expertise and judgment. The Employee shall not render services of a business, professional or commercial nature for compensation to other entities or persons or engage or participate in other trades, businesses, or occupations while she is employed by the Company.

1.3. Compensation.

(a) As compensation for the Employee's services hereunder, the Company will pay the Employee as follows:

(i) Base Salary. An initial base salary at the rate of \$3,750 per month, payable on the Company's normal salary payment dates.

(ii) Additional Benefits. The Employee shall be entitled to such benefits as are generally provided from time to time to employees of the Company which currently include participation in a Company profit sharing plan and health insurance. Such benefits are subject to change by the Company. Employee shall be entitled to vacation days pursuant to the Company's vacation policy.

(b) The monthly base salary will be subject to review and modification on February 1, 2010, and on February 1, of each year thereafter in accordance with the Company's salary review procedures.

1.4. At-Will Employment. Employee hereby acknowledges that her continued employment with the Company is at-will and will depend entirely on such factors as performance, economics, market forces, and future business strategies. She hereby acknowledges that the Company has not given her any commitment of any fixed period of employment and that her employment is terminable at any time at-will by her or the Company for any reason either deems appropriate.

1.5. Reimbursement of Expenses. The Company shall pay or reimburse Employee for all reasonable, ordinary and necessary business expenses incurred by her in connection with the performance of her duties hereunder. Employee shall provide the Company with an accounting of her expenses, which accounting shall clearly reflect which expenses are reimbursable by the Company. Employee shall provide the Company with such other supporting documentation and other substantiation of reimbursable expenses as will conform to Internal Revenue Service or other requirements.

## ARTICLE II

### EMPLOYEE COVENANTS

#### 2.1. Confidential Information.

(a) Definition. Employee recognizes that Company is engaged in a continuous program of business development and production respecting its business, present and future, including fields generally related to its business and that Employee and/or Company possess and will possess in the future confidential information that has been created, discovered, or developed by Employee or by Company (including, without limitation, information created by, discovered or developed by Employee or made known to Employee by Company during the period of or arising out of her employment services for Company) and/or confidential information which has been assigned or otherwise conveyed to Company and is of commercial or other value to the business in which Company is engaged ("Confidential Information"). By way of illustration, but not limitation,

Confidential Information includes trade secrets, data and know-how, software, documentation, program files, flow-charts, drawings, techniques, source and object code, standards, specifications improvements, inventions, techniques, client information, accounting data, statistical data, research projects, development and marketing plans, strategies, forecasts, computer programs, client lists, finished work product created by the Company for its clients, information that refers or relates to the relative success or failure of a particular type of advertising or promotion campaign, internal production costs, profit margins, the names and identities of freelance sources which are used by the Company for artwork and other production processes. Confidential Information shall also include ideas, themes or concepts for client advertising or product promotion campaigns which have not been publicly disclosed.

(b) Nondisclosure

(i) General. Employee understands that her position as an Employee to the Company creates a relationship of confidence and trust between Employee and the Company with respect to any Confidential Information which pertains to the business of the Company, or to the business of any actual or potential client or customer of the Company, and which may be made known to Employee by Company, or by any client or customer of Company, or learned or developed by Employee during the period of her performance of consulting service for the Company.

(ii) After Termination of Employment. Employee shall not at any time subsequent to the termination of her employment with the Company disclose, directly or indirectly, to any person, firm, corporation, partnership, association or other entity any Confidential Information.

(iii) During Employment. Employee shall not at any time while she is employed by the Company disclose with the intent of detriment to the Company, directly or indirectly, to any person, firm, corporation, partnership, association or other entity any Confidential Information.

2.2. Company Property. All memoranda, notes, records, reports, photographs, drawings, plans, papers, artwork, computer discs, or other documents made or compiled by, or made available to Employee, during the course of her employment with the Company, and all copies or abstracts thereof, whether or not they contain Confidential Information, are and shall be the property of the Company and shall be delivered to the Company by the Employee immediately upon termination of her employment with the Company. Provided, however, that upon the termination of Employee's employment with the Company, she shall be entitled, with the Company's prior written permission, to use samples of her own work product, solely for the purpose of demonstrating her experience, skills and talent to a prospective employer. Employee agrees that she will not under any circumstances use work product of the Company which had been produced for any Company client, to solicit the business of clients and prospective clients for herself or for any other person or entity,

without the prior written permission of the Company and the client whose work product which Employee wants to use.

2.3. Non-Competition. Both while employed by the Company and for a period of two (2) years after termination of her employment for any reason, Employee shall not:

(a) solicit or attempt to solicit by mail, by telephone, by personal meeting, by electronic communications or by any other means directly or indirectly, or induce any actual or prospective Company client (including clients of any Company subsidiary, division or affiliate) to cease using the Company's services and affiliates; and

(b) perform any services of any type or kind in any capacity (whether as an employee, agent, consultant, sales representative or independent contractor), for any person or entity that had been a Company client within two (2) years prior to Employee's termination of employment from the Company or an active prospective client. As used in this Agreement, "active prospective client" means a client prospect whose work the Company had solicited, or an entity or person who has had active discussions with the Company with respect to utilizing the Company's services, any time after March 1, 201\_\_, provided such solicitation or discussions occurred within two (2) years prior to the Employee's termination date with the Company.

2.4. Injunctive Relief. The Employee acknowledges that disclosure of Confidential Information by her or breach of the other provisions contained in Article II will give rise to irreparable injury to the Company or the owner of such information, which is inadequately compensable in damages. Accordingly, the Company or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

### **ARTICLE III**

#### **MISCELLANEOUS**

3.1. Enforceable. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Employee against Company whether predicated on this Agreement or otherwise.

3.2. Notice.

Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or three (3) days after mailing if mailed by registered or certified mail with postage and fees prepaid, addressed to the other party at the address below, or at such other address as such party may designate.

To Company: Martha Washington, President  
Washington & Associates, Ltd.  
1000 Lake Cook Road, Suite 200  
Deerfield, IL 60015

To Employee: Betsy Ross  
10 Chestnut Lane  
Deerfield, IL 60015

3.3 Governing Law and Severability. This Agreement is entered into by the Company in Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois. All provisions of this Agreement are intended to be interpreted and construed in a manner to make such provisions valid, legal, and enforceable. The invalidity or unenforceability of any phrase or provision shall in no way affect the validity or enforceability of any other portion of this Agreement, which shall be deemed modified, restricted, or omitted to the extent necessary to make the Agreement enforceable.

3.4. Successors and Assigns. Company may assign its rights under this Agreement and this Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Employee, her heirs, executors, administrators, guardians, and successors. Employee may not assign her rights or obligations under this Agreement.

3.5. Amendments, Headings and Waivers. This Agreement represents the entire understanding of the parties with respect to the specific matter of this Agreement and supersedes all previous understandings, written or oral between the parties with respect to that subject matter. This Agreement may only be amended with the written consent of the parties or their successors or, where permitted, assigns, and no oral waiver or amendment shall be effective under any circumstances whatsoever. Failure by Company to insist upon Employee's compliance with any provision in this Agreement shall not be deemed a waiver of such provision. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, Company and the Employee have executed and delivered this Agreement as of the date first above written.

COMPANY:

Employee:

Washington & Associates, Ltd.

\_\_\_\_\_  
Betsy Ross

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

Title: \_\_\_\_\_

LAWYERS' MENTOR