

Non-Compete Agreement

This Agreement (“agreement”) is made and entered into by and between

_____ (“Employee/consultant”) residing at

and Information Technology Specialists, Inc. (“ITSQ”) and Quadra International, Inc.

Whereas, employee/consultant has been and shall be performing services at the request of ITSQ.

Whereas, employee/consultant and ITSQ would like to memorialize certain specified conditions to the performance of services.

Now, Therefore in consideration of the mutual promises, benefits, and covenants and agreements herein and for other good and valuable consideration the sufficiency of which employee/consultant hereby acknowledges, and intending to be legally bound hereby, employee/consultant and ITSQ agree as follows.

- 1.) Employee/consultant acknowledges that while performing services for ITSQ he/she shall have access to confidential records, including pricing, ITSQ vendors, and computer software and techniques developed in providing services to ITSQ’s clients. Employee/consultant agrees that he/she shall not disclose any of this information to any outside party, specifically but not limited to clients and or competitors.
- 2.) Employee/consultant will not contact and or provide services to any ITSQ clients outside the scope of employee/consultant’s duties as an employee/consultant of ITSQ. In the event a client should contact employee/consultant he/she will refer said client to ITSQ and immediately notify ITSQ of client’s request.
- 3.) Employee/consultant shall turn over all source code developed for ITSQ’s clients to ITSQ. Any systems, programs and or documentation developed in the course of duties performed for ITSQ’s clients are and shall be the sole ownership of ITSQ.
- 4.) Employee/consultant shall not divulge any of ITSQ’s client propriety and or information such as database records and or any information deemed to be the property of ITSQ’s clients.
- 5.) Employee/consultant agrees that if there comes a time he/she no longer performs services for ITSQ he/she shall not perform services for ITSQ’s clients or in competition to ITSQ in the New York Metropolitan area for a period of Two (2) years from the date employee/consultant ceases to work for ITSQ. Employee/consultant acknowledges that ITSQ’s client list is proprietary and the sole property of ITSQ.

The undersigned have hereunto signed this Agreement as of this ____ day of _____, 2000.

Employee/consultant Print Name _____

Information Technology Specialists, Inc. & Quadra International, Inc.

Michael W. Spearman (President)