

c. without the written consent of the Company, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment, uniforms and similar items relating to the business of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession, except to the extent required in the ordinary course of the Company's business;

d. attempt to encourage, induce, or otherwise solicit, directly or indirectly, any other employee of the Company to breach an employment agreement with the Company or to otherwise interfere with the advantageous business relationship of the Company with its employees.

Employee Initials

All files, records, documents, drawings, specifications, lists, equipment, and similar items relating to the business of the Company, whether prepared by the Employee or otherwise coming into the Employee's possession shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances whatsoever without prior written consent of the chief executive of the Company.

Upon termination of the Employee's employment, the Employee agrees to immediately return to the Company all property of the Company in as good condition as when received by the Employee (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment, keys, software and supplies, promotional materials, and similar items relating to the business of the Company.

It is understood and agreed that, notwithstanding the arbitration provisions contained in this Agreement, the provisions of the paragraph may be enforced by the Company in a court action for injunctive or other equitable relief whether or not any other disputes are pending in arbitration proceedings and whether or not any dispute arising out of the provisions of this section is ultimately submitted to arbitration.)

6. The Employee hereby expressly agrees to repay to the Company any and all sums owed by the Employee to the Company immediately upon termination of Employee's employment.

Employee Initials

7. In the event of the Employee's employment and this Agreement are terminated, and the Employee believes the termination was wrongful and/or violated any of the Employee's rights, the Employee and the Company agree to submit any dispute arising out of the termination of the Employee's employment, including but not limited to claims of termination allegedly resulting from discrimination on the basis of race, sex, age, national origin ancestry, color, religion, marital status, status as a veteran, physical or mental disability, medical condition, or any other basis prohibited by law, exclusively to final and binding arbitration before a neutral arbitrator.

If the Employee and the Company are unable to agree upon a neutral arbitrator, the Company will obtain a list of arbitrators from a state or federal arbitration service. The Employee (first) and then the Company will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. The arbitrator shall be bound by the qualifications and disclosure provisions and the procedures set forth in the 1989 Model Employment Arbitration procedures of the American Arbitration Association and shall order such discovery as is appropriate to the nature of the claim and necessary to the adjudication thereof.

Arbitration proceedings shall be held in the city or town where the Employee's employment services were performed or at any other location mutually agreed upon by Employee and the Company. The arbitrator shall determine the prevailing party in the arbitration and the costs of the arbitration shall be paid by the non-prevailing party.

The Employee and the Company agree that this arbitration shall be the exclusive means of resolving any dispute arising out of Employee's termination and that no other action will be brought by Employee in any court or other forum. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTED TERMINATION; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.

If the Employee decides to dispute his or her termination, the Employee agrees to deliver a written request for arbitration to the Company within one year of the date of Employee's termination and to respond within 14 calendar days to each communication regarding the selection of an arbitrator and the scheduling of a hearing and other matters related to arbitration proceedings. If the Company does not receive a written request for arbitration from the Employee within one year from the date of the Employee's termination or if the Employee does not respond to any communication from the Company about the arbitration proceedings within 14 calendar days, the Employee agrees he or she will have waived any right to raise any claims arising out of the termination of his or her employment with the Company in arbitration or in any court or other forum. The limitations set forth in this paragraph shall not be subject to tolling, equitable or otherwise.

The Employee and the Company agree that if any court of competent jurisdiction declares that any part of this arbitration provision is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of the arbitration provision and the illegal, invalid or unenforceable part will no longer be part of this arbitration provision.

Employee Initials

8. The Employee shall be bound by all the policies, rules and regulations of the Company now in force, and by all such other policies, rules and regulations as may be hereafter implemented and called to his or her notice, and will faithfully observe and abide by the same. No such policy rule or regulation shall alter, modify or revoke the Employee's status as an at-will employee or any other provision of this Employment Agreement.

9. The Employee warrants that all information provided by him/her in applying for employment is true and correct.

10. Other Terms and Conditions of Employment: _____

If there are none, **Employee initials here:** _____

11. The Company and the Employee agree that should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Agreement.

12. This Agreement contains all the understandings and agreements between the parties concerning the Employee's employment; and the Employee acknowledges that no person who is either an agent or employee of the Company may orally or by conduct modify, delete, vary, or contradict, the terms and conditions set forth herein. Any modification or waiver of this agreement must be expressly made in writing executed by the chief executive of the Company. This Agreement replaces any and all prior agreements between the Employee and the Company related to the Employee's employment and any and all such prior Agreements are hereby canceled.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above:

EMPLOYEE SIGNATURE

COMPANY'S REPRESENTATIVE

By: _____

Name: _____

Title _____

Form 6240, September 22, 2005