

Great Western Painting

Patrick Evje

CONFIDENTIALITY; NON-COMPETITION; NON-SOLICITATION

4.1 Covenants Regarding Confidential Information, Trade Secrets and Other Matters. Employee covenants and agrees as follows:

(a) Definitions. For purposes of this Agreement, the following terms are defined as follows:

(1) "Trade Secret" means all information possessed by or developed for the Company or any of its subsidiaries, including, without limitation, a compilation, program, device, method, system, technique or process, to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

(2) "Confidential Information" means information, to the extent it is not a Trade Secret, which is possessed by or developed for the Company or any of its subsidiaries and which relates to the Company's or any of its subsidiaries' existing or potential business or technology, which information is generally not known to the public and which information the Company or any of its subsidiaries seeks to protect from disclosure to its existing or potential competitors or others, including, without limitation, for example: business plans, strategies, existing or proposed bids, costs, technical developments, existing or proposed research projects, financial or business projections, investments, marketing plans, negotiation strategies, training information and materials, information generated for client engagements and information stored or developed for use in or with computers. Confidential Information also includes information received by the Company or any of its subsidiaries from others which the Company or any of its subsidiaries has an obligation to treat as confidential.

(b) Nondisclosure of Confidential Information. Except as required in the conduct of the Company's or any of its subsidiaries' business or as expressly authorized in writing on behalf of the Company or any of its subsidiaries, Employee shall not use or disclose, directly or indirectly, any Confidential Information during the period of her employment with the Great Western Painting. In addition, following the termination for any reason of Employee's employment with the Great Western Painting Employee shall not use or disclose, directly or indirectly, any Confidential Information. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Company conducts its business. This prohibition also does not prohibit Employee's use of general skills and know-how acquired during and prior to employment by the Company, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets of Great Western Painting.

(c) Trade Secrets. During Employee's employment by the Company of Great Western Painting, Employee shall do what is reasonably necessary to prevent unauthorized misappropriation or

disclosure and threatened misappropriation or disclosure of the Company's or any of its subsidiaries' Trade Secrets and, after termination of employment, Employee shall not use or disclose the Company's or any of its subsidiaries' Trade Secrets as long as they remain, without misappropriation, Trade Secrets.

(d) Copyright. All copyrightable work by the Employee relating to the Great Western Painting business or the business of any subsidiary or affiliate of the Company during the term of the Employee's employment by the Company is intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, and shall be the property of the Great Western Painting. If the copyright to any such copyrightable work is not the property of the Great Western Painting by operation of law, the Employee will, without further consideration, assign to the Great Western Painting all right, title and interest in such copyrightable work and will assist the Company and its nominees in every way, at the Great Western Painting expense, to secure, maintain and defend for the Great Western Painting benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of the Great Western Painting whether copyrighted or not.

(e) Exceptions. The provisions of paragraphs (b) and (c) above will not be deemed to prohibit any disclosure that is required by law or court order, provided that Employee has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, the Great Western Painting is given reasonable prior notice and an opportunity to contest or minimize such disclosure.

4.2 Non-Competition. No soliciting of side work , future work while on or off job from being engaged in work or hearing of future contracts, contacts all work related to Great Western Painting.

(a) During Employment. Except as described in paragraph (c) below, during Employee's employment hereunder, Employee shall not engage, directly or indirectly, as an employee, officer, director, partner, manager, consultant, agent, owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter) or in any other capacity, in any competition with the Company or any of its subsidiaries.

(b) Subsequent to Employment. Except as described in paragraph (c) below, for a two year period following the termination of Employee's employment for any reason or without reason, Employee shall not in any capacity (whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner (other than a minority shareholder or other equity interest of not more than 1% of a company whose equity interests are publicly traded on a nationally recognized stock exchange or over-the-counter), directly or indirectly advise, manage, render or perform services to or for any person or entity which is engaged in a business competitive to that of the Great Western Painting or any of its subsidiaries (including without limitation those businesses listed in Appendix A to the form of stock option agreement attached hereto as Exhibit A) within any geographical location wherein the Company or any of its subsidiaries produces, sells or markets its goods and services at the time of such termination or

within a one-year period prior to such termination.

(c) Notwithstanding paragraphs (a) and (b) above, the Company acknowledges that the activities included in Exhibit D hereto will not be prohibited by paragraphs (a) and (b) above. In addition, the Great Western Painting agrees that any future stock option agreement will include a similar exception from the non-competition provisions in the same form as set forth in the form of stock option agreement attached hereto as Exhibit A.

4.3 Non-solicitation. For a two year period following the termination of Employee's employment for any reason or without reason, Employee shall not solicit or induce any person who was an employee of the Great Western Painting or any of its subsidiaries on the date of Employee's termination or within three months prior to leaving her employment with the Company or any of its subsidiaries to leave their employment with the Great Western Painting.

4.4 Return of Documents. Immediately upon termination of employment, Employee will return to the Great Western Painting, and so certify in writing to the Great Western Painting, all the Great Western Painting or any of its subsidiaries' papers, documents and things, including information stored for use in or with computers and software applicable to the Great Western Painting and its subsidiaries' business (and all copies thereof), which are in Employee's possession or under Employee's control, regardless whether such papers, documents or things contain Confidential Information or Trade Secrets.

4.5 No Conflicts. To the extent that they exist, Employee will not disclose to the Great Western Painting or any of its subsidiaries any of Employee's previous employer's confidential information or trade secrets. Further, Employee represents and warrants that Employee has not previously assumed any obligations inconsistent with those of this Agreement and that employment by the Great Western Painting does not conflict with any prior obligations to third parties. In addition, Employee and the Great Western Painting agree that it is important for any prospective employer to be aware of this Agreement, so that disputes concerning this Agreement can be avoided in the future. Therefore, the Employee agrees that, following termination of employment with the Great Western Painting, the Company may forward a copy of Article IV of this Agreement (and any related Exhibits hereto) to any future prospective or actual employer, and the Employee releases the Great Western Painting from any claimed liability or damage caused to the Employee by virtue of the Great Western Painting act in making that prospective or actual employer aware of Article IV of this Agreement (and any related Exhibits hereto).

4.6 Agreement on Fairness. Employee acknowledges that: (i) this Agreement has been specifically bargained between the parties and reviewed by Employee, (ii) Employee has had an opportunity to obtain legal counsel to review this Agreement, and (iii) the covenants made by and duties imposed upon Employee hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of the Great Western Painting, and such covenants and duties will not place an undue burden upon Employee's livelihood in the event of termination of Employee's employment by the Company and the strict enforcement of the covenants contained herein.

4.7 Equitable Relief and Remedies. Employee acknowledges that any breach of this Agreement

will cause substantial and irreparable harm to the Great Western Painting for which money damages would be an inadequate remedy. Accordingly, notwithstanding the provisions of Article V below, the Great Western Painting shall in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach and the prevailing party shall be entitled to recover from the other, the prevailing party's costs (including, without limitation, reasonable attorneys' fees) incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, by statute or pursuant to Article V below.

Date _____

Print Name _____

Sign Name _____