

The Print Shoppe
421 Washington Blvd.
Williamsport, Pa 17701
(717) 327-9005
FAX (717) 327-9149

Employee Contract

AGREEMENT, made this 3rd. day of November, 1997, between Blou Berguson, hereinafter referred to as "The Employee" and The Print Shoppe, hereinafter referred to as "The Employer"

Whereas, the undersigned, hereinafter called Employee, has been offered employment by The Print Shoppe, hereinafter sometimes called Employer.

The Employee hereby agrees to devote his/her entire time, skill, ability, labor and attention to the said employment to the reasonable satisfaction of the Employer to observe all working hours; not to, either during the term of his/her employment or at any time thereafter, disclose to any person, firm, or corporation any information concerning the business or the affairs of the Employer which he/she may have acquired in the course of or as incident to his/her employment hereunder, for his/her own benefit, or to the detriment of the Employer.

As a condition of Employee being employed by Employer to work in the business of the Employer, Employee hereby covenants and agrees that so long as he is employed by Employer for a period of one (1) year following the date of the voluntary or involuntary termination of his employment with employer, whether pursuant to this Agreement or not, Employee shall not:

1 - Either directly or indirectly by or for himself, or as an agent for another, or through others as his agent in any way seek to induce, bring about, promote, facilitate or encourage the discontinuance of, or in any way solicit for or on behalf of himself or others, or in any way quote rates on, give proposals on, or accept, receive, write, bind, broker or transfer, any printing business of any nature whatsoever with any customer of Employer, provided, however, that in the event Employer and Employee mutually agree, Employee shall, following termination of his employment, be permitted to contact only those customers of Employer whom it is mutually agreed after such termination that employee may contact.

2 - Maintain or work out of an office within the Town of Williamsport whether through the purchase or lease otherwise in connection with printing or related business.

3 - Solicit any printing or related business for any purpose whatsoever from any entity or person within fifty miles of Williamsport. The parties hereto acknowledge and agree that said "customer" business shall include all customers of the Employer and any affiliate of the Employer and all former customers of the Employer and any affiliate of Employer who were customers at any time during a five year period immediately prior to termination. In the event of the failure to comply with the provisions of this paragraph, Employee agrees to pay over to Employer an amount equal to one-half of all monies expended by such customer or any person or entity arising out of Employee's failure to comply herewith, together with all sums expended or costs incurred to enforce the provisions of this paragraph including reasonable attorney fees. For purposes of the enforcement of the provisions of this paragraph, the Employer and the Employee shall permit the inspection of their respective customers' lists by a third party acceptable to each of them, which third party shall maintain the confidentiality of said lists except as is necessary to permit the enforcement of this paragraph. In addition to and not in lieu of any other remedies to which the employer may be entitled, any violations of the provisions of this paragraph may be enjoined through proper action filed in a court of competent jurisdiction.

Employee further specifically agrees that he will not at anytime disclose or communicate to any third party any confidential information or trade secrets relating to the business of the Employer or any affiliate of the Employer, including business methods and techniques, research data, marketing and sales information, customer lists and information relating in any way to customers or potential customers of the Employer.

Employee _____ Employer