



www.abator.com

PO Box 82549

Pittsburgh, PA 15218

800-544-1210

412-271-5922

**Consultant Confidential Information
Non-compete Covenant & Invention Agreement
Relative to Clients of Abator Information Services**

Re: Abator Contract #: 100###

CLIENT:

In consideration of my contract with Abator Information Services, Incorporated or its allied, affiliate or subsidiary companies (hereinafter referred to as ABATOR), and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned CONSULTANT agrees as follows:

CONSULTANT during the term of the contract with ABATOR will have access to and become familiar with various trade secrets, consisting of formulas, patterns, devices, secret inventions, processes and compilations of information, records and specifications which are owned by Deloitte Consulting (a company which is a customer of ABATOR), referred to as CLIENT, and which are regularly used in the operation of the business of said client. CONSULTANT shall not disclose any of the aforesaid trade secrets, directly or indirectly, nor use them in any way, either during the term of this agreement or at ANY time thereafter, except as required during the course of CONSULTANT's contract.

All files, records, documents, drawings, equipment, specifications, and similar items relating to the business of CLIENT whether prepared by the undersigned CONSULTANT or otherwise coming into his/her possession, shall remain the property of CLIENT and shall not be removed from the premises under any circumstances whatsoever without the prior written consent of CLIENT.

CONSULTANT covenants and agrees as follows:

On termination of his/her contract with ABATOR for any reason whatsoever, CONSULTANT shall not directly or indirectly, within the existing marketing area of, or any future marketing area begun during the term of this agreement, enter into or engage generally in direct competition with CLIENT either as an individual on his/her own or as a partner, joint venturor, as an employee or agent for any person, or as an officer, director, shareholder or otherwise, for a period of one (1) year after date of termination of his/her contract with ABATOR.

This covenant on the part of CONSULTANT shall be construed as an agreement independent of any other provision of this agreement and the existence of any claim or cause of action of the CONSULTANT against ABATOR or CLIENT, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by ABATOR or CLIENT of this covenant.

CONSULTANT shall not for a period of one (1) year immediately following termination of this contract with ABATOR, either directly or indirectly:

1. Make known to any person, firm or corporation the names and/or addresses of any customers or clients of CLIENT or any other information pertaining to it or;
2. Call on, solicit or take away, or attempt to call on, solicit or take away any of the customers or clients of CLIENT on whom the CONSULTANT called or with whom the CONSULTANT became acquainted during his contract with ABATOR, either for him/herself or for any other person, firm or corporation;



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3. All records of the accounts of CLIENT and any other records and books relating in any manner whatsoever to the customers or clients of CLIENT, whether prepared by CONSULTANT or otherwise coming into his possession, shall be the exclusive property of CLIENT regardless of who actually purchased or prepared the original book of record. All such books and records shall be immediately returned by the undersigned to CLIENT upon termination of CONSULTANT's contract with ABATOR.

I acknowledge receipt of a copy of this agreement and agree that with respect to the subject matter herein that it is my entire agreement with ABATOR and, this agreement being in addition to a CONSULTANT's agreement executed between the undersigned, the even date hereof, and ABATOR.

The effective date of this agreement is Date.

By:

For Abator Information Services, Inc.

By: Joanne Peterson

President/CEO

Date

Contractor #:

Customer #: